FARRAGUT BOARD OF MAYOR AND ALDERMEN
Farragut Community Center
239 Jamestowne Blvd

AGENDA
March 27, 2025

BMA WORKSHOP
Program Change, Fee Schedule
Classification & Compensation
5:15 PM

BEER BOARD
5:55 PM

BMA MEETING
6:00 PM

I. Roll Call, Silent Prayer, Pledge of Allegiance

II. Approval of Agenda

III. Approval of Minutes

A. March 13, 2025

IV. Mayor's Report

V. Ordinances & Resolutions

A. Ordinances

1. Second Reading

a) Approval of Ordinance 25-02, an ordinance to amend the Farragut Municipal Code, Appendix A., Zoning, Chapter 3., Section XII., General Commercial District (C-1), Subsection B., 12., c., 3., to change the setbacks, under certain conditions, for outdoor fences associated with commercial kennels

It is the policy of the Town of Farragut not to discriminate on the basis of race, color, natural origin, gender, gender identity, sexual orientation, age, religion, disability or veteran status pursuant to Title VI of the Civil Rights Act of 1964, Public Law 93-112 and 101-336 in its hiring, employment practices and programs. To request accommodations due to disabilities, please call 865-966-7057 in advance of the meeting

b) Approval of Ordinance 25-03, an ordinance to amend the Farragut Municipal Code, Appendix A., Zoning, Chapter 3., Section XXVI., Planned Commercial Development District (PCD), Subsection C. Minimum Standards., 1. Land Uses., to add a new section f. to provide for a drive-through under certain conditions

VI. Business Items

A. Approval of a variance of 350 feet from the distance between driveways requirement for arterial streets in the Driveways and Other Access Ways Ordinance for a proposed access associated with a duplex at 1114 N. Campbell Station Road (Oleg Zayets, Applicant)

B. Approval of Appointment to the Knox County Community Health Council Appointment

C. Approval of Appointment to the Visual Resources Review Board

D. Approval of Agreement between the Town of Farragut and Knox County for the lease of office space in the Farragut Town Hall

E. Approval and Award of Contract 2025-13, Fiber Location, Emergency Restoration and Maintenance Services

VII. Citizens Forum

VIII. Town Administrator's Report

IX. Town Attorney's Report

The Board of Mayor and Aldermen welcomes and invites Farragut residents to participate in public meetings.

Public Participation Guidelines for Farragut Board of Mayor and Aldermen meetings

At the end of each business meeting, there will be time reserved for public comment under the Citizen Forum agenda item. If you are interested in speaking, please fill out a blue comment card and turn it in to the Town Recorder or staff member. This time is set aside specifically for comments on items that are not on the Board of Mayor and Aldermen regular agenda for the meeting. Each speaker will be given three (3) minutes to speak on his/her topic.

The Board also seeks public comment on regular agenda items during the portion of the meeting devoted to discussion and consideration of the specific agenda item.

The Mayor may recognize individuals for public comment during both the regular agenda and Citizen Forum portions of the meeting based on the following guidelines.

1. The Mayor shall maintain and control the meeting to provide a professional and objective environment conducive to presentation and discussion of the agenda items;
2. Any Farragut resident interested in speaking should fill out a blue comment card stating which agenda item they would like to comment on and turn it in to the Town Recorder or a staff member;
3. Speakers shall come to the podium and identify themselves by name and street address;
4. Public comment shall be limited to three (3) minutes per individual. Time for public comment may be amended at the discretion of the Mayor; provided that when additional time is allowed, speakers with differing points of view are allowed the same amount of time if requested. Time is not transferable to other speakers;
5. Speakers should strive to avoid redundancy; different considerations than expressed by previous speakers on a subject are encouraged;
6. Comments that threaten violence or imminent physical harm toward any individual will not be tolerated.

7. Comments may support or oppose issues or measures;
8. Personal attacks on the character of individuals who hold different points of view that have no relationship to the merits of the matter or issue raised for discussion will not be tolerated.
9. An applicant, and/or their representative(s), for an item on the regular agenda shall be afforded the time necessary to present their request and respond to questions. The three (3) minute limitation shall not apply. However, the Mayor may ask an applicant to stay on point in order to facilitate the efficiency of the meeting.

Each speaker will be asked if they can agree to abide by the Comment Protocol. If so, please be prepared to speak when your name is called.

Tennessee Code Annotated 39-17-306. Disrupting meetings or processions.

(a) A person commits an offense if, with the intent to prevent or disrupt a lawful meeting, procession, or gathering, the person substantially obstructs or interferes with the meeting, procession, or gathering by physical action or verbal utterance.

(b) A violation of this section is a Class A misdemeanor.

AGENDA NUMBER Workshop **MEETING DATE** MARCH 27, 2025

BOARD OF MAYOR AND ALDERMEN WORKSHOP

PREPARED BY: David Smoak, Town Administrator

SUBJECT: Review of Program Changes and Classification and Compensation study recommendations

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Through the budget process this year, the Board has discussed many priorities and initiatives that have been included in the proposed draft budget. The purpose of this workshop is to discuss proposed program changes, benefit adjustments and the recommendations from the classification and compensation study.

CLASSIFICATION AND COMPENSATION RECOMMENDATIONS: The Town of Farragut reviewed the classification and compensation of all positions to ensure that employee compensation accurately reflects the job duties and market competitiveness for each position. Overall, the study found that the midpoint of the ranges for all positions were on average 7% below market rate, which means that salaries are trailing slightly behind the local governments that were benchmarked. The overall adjustment for wages to remain competitive with the market will be $238,796.

The Town's benefits were also reviewed, and the vast majority are in alignment with industry standards. The one area that the Town is less generous than the market is in the number of paid holidays. Most cities that were benchmarked provided between 11-13 holidays per year, while the Town currently provides for 10 holidays. The recommendation for FY26 is to add one floating holiday to be more in line with our benchmarked cities.

PROGRAM CHANGES: Program changes are any new way of doing business that will need additional resources from the Town or new positions that are proposed within the Town's organizational chart. This year there is a restructuring of leadership positions and an additional 2.5 FTE for the Board of Mayor and Aldermen to consider:

1. Restructuring. The proposed restructuring would eliminate the Assistant Town Administrator position and allow for internal promotional opportunities to include an Administrative Services Director and a Public Services Director. The reporting structure is attached to this report. These positions would help facilitate improved efficiency within the departments, help align our strategic goals with our resources, give us greater adaptability and provide a greater focus on our customer service initiatives. These positions would report directly to the Town Administrator.

   Included in this restructuring is the addition of a Training and Development Coordinator in the Human Resources department. This position would implement structured training programs across all departments, manage onboarding of new hires, and support the Town's performance management program. There is a total savings of $35,162 in this program change.

2. Public Works. There are 1.5 FTE being requested in the Public Works department. The first position would move the PT Administrative Assistant to Full-time. There is a need to move this position to full time due to increased workload, to enhance citizen responsiveness, to improve timely coordination of work orders and assist with inventory management. The total cost of moving this position to full-time is $58,800

The Public Works department also is responsible for all fleet maintenance for all town departments. With the growth the Town has experienced, which includes fleet and equipment, the proposal is to add a Fleet Service Mechanic to oversee all aspects of fleet service. This would include timely preventative maintenance, conducting safety inspections, minimize equipment downtime, improved technical skills and inventory management. The total cost for this position including benefits is $100,330.

3. Public Works – Hot Mix Asphalt hotbox. The Public Works department has historically repaired potholes that develop on our roadway network with "cold patch", which is a temporary fix until a contractor can come and remove the cold patch and burn in a permanent fix with hot mix asphalt. The timing on these asphalt repairs can sometimes take months as staff relies on a contractor to fit the work in their schedule. The purchase of a hot mix asphalt hot box, which can be towed by our current fleet, will allow for faster repairs at a reduced cost over time. The total cost for this unit is projected at $75,000.

4. Public Works – Toolcat Utility Machine. This machine allows for versatility in tight spaces and offers several attachments. The primary use for this would be greenway and right of way maintenance and leaf removal. The total cost for this piece of equipment is $100,000.

5. Engineering – Pole Camera. This camera would allow the engineering team to assess stormwater pipes by taking pictures and videos utilizing a 30' pole to access catch basins and manholes without having to send employees into confined spaces. This would enable the department to be more proactive in assessing our current infrastructure for repairs and maintenance. The total cost of this equipment is $25,000.

BENEFIT ADJUSTMENTS: The implementation of the classification and compensation recommendations only looked at current market rates to make sure the town is competitive as of the time the study was performed. To keep up with adjustments that other local governments will be making starting July 1, a 3% merit package is proposed for all eligible employees for FY26. The total cost for this adjustment is $173,410.

The Town of Farragut also participates in the State of Tennessee health insurance program. We are projecting a 3% increase in health insurance costs, for a total amount of $46,634.

Memo

To: David Smoak, Town Administrator
From: Michelle Pence, Human Resource Director
Date: 3/7/2025
Re: Class Compensation Study Results

Burris, Thompson & Associates, was engaged by the Town of Farragut to conduct a Compensation Study to assess the competitiveness, fairness, and sustainability of the Town's pay practices. The study's objectives were to ensure the Town's salary structure aligns with market rates**, employee compensation accurately reflects job responsibilities, and payroll costs remain within budgetary guidelines. The Town's defined competitive position was "market average plus 10%.

****Town of Farragut Public Sector Benchmarks**

	City Pop.
Brentwood, Tennessee	45,373
Collierville, Tennessee	51,324
Cookeville, Tennessee	34,842
Franklin, Tennessee	83,454
Gallatin, Tennessee	44,431
Gatlinburg, Tennessee	3,577
Germantown, Tennessee	41,333
Hendersonville, Tennessee	61,753
Kingsport, Tennessee	55,442
Knoxville, Tennessee	190,740
Lebanon, Tennessee	38,431
Maryville, Tennessee	31,907
Mount Juliet, Tennessee	39,289
Spring Hill, Tennessee	50,005
Knox County, Tennessee	
Loudon Utilities	
FUDKC	

Key Findings from market analysis:

1. **Pay Competitiveness & Structure:**
   - The Town's current pay structure midpoints are approximately 7% below market rates, indicating that salaries are trailing behind those of comparable municipalities and private sector benchmarks.
   - Some positions are significantly below market, with 10% of jobs having pay midpoints under 85% of market rates.

2. **Employee & Department Feedback (*data collected from a voluntary employee focus group):***
   - Hiring & Retention Challenges: Lower starting salaries make it difficult to attract qualified candidates, and wage compression has been identified in some departments.
   - Salary Progression Concerns: Employees expressed frustration with the slow pace of salary growth, impacting overall job satisfaction and retention.
   - Benefits & Compensation Enhancements: While the Town's benefits package is generally strong, concerns were raised about slow PTO accrual, the number of paid holidays and rising healthcare costs.

Burris, Thompson and Associates Recommendations based on research and analysis:

1. **New Pay Structure Implementation:**
   - Introduce a revised 16-grade pay structure (see chart below), replacing the current 18-grade system for consistency and better market alignment.
   - Pay ranges will be structured with a minimum at 80% of midpoint and a maximum at 125% to provide appropriate salary progression.

Town of Farragut
Proposed 2025-2026 Pay Structure

Pay	Pay Range		
Grade	Minimum	Midpoint	Maximum
P	$ 145,970	$ 182,462	$ 228,078
O	$ 132,700	$ 165,875	$ 207,343
N	$ 120,636	$ 150,795	$ 188,494
M	$ 109,669	$ 137,087	$ 171,358
L	$ 99,699	$ 124,624	$ 155,780
K	$ 90,636	$ 113,295	$ 141,618
K	$ 43.57	$ 54.47	$ 68.09
J	$ 39.61	$ 49.52	$ 61.90
I	$ 36.01	$ 45.02	$ 56.27
H	$ 32.74	$ 40.92	$ 51.15
G	$ 29.76	$ 37.20	$ 46.50
F	$ 27.06	$ 33.82	$ 42.28
E	$ 24.60	$ 30.75	$ 38.43
D	$ 22.36	$ 27.95	$ 34.94
C	$ 20.33	$ 25.41	$ 31.76
B	$ 18.48	$ 23.10	$ 28.88
A	$ 16.80	$ 21.00	$ 26.25
AA	$ 15.29	$ 19.09	$ 23.86
% of Mid	80%	100%	125%

2. **Salary Adjustments:**
   - Increase salaries to meet new minimum pay levels for positions that are below the revised structure.
   - Provide a Merit raise increase of 3%, depending on available budgetary resources.
   - Address pay compression concerns through Compa-Ratio adjustments, ensuring employees maintain their relative position to midpoint within the new pay range.
3. **Future Considerations:**
   - Evaluate on-call pay policies to ensure fairness in compensation.
   - Explore potential performance-based bonus programs tied to Town performance metrics.

Benefit Survey Results:

- Health insurance at 90% employer and 10% employee cost structure is currently more than generous than the average market practice.
- Dental Insurance paid at 100% employer cost is currently more than generous than the average market practice.
- Vision Insurance paid at 100% employer cost is currently more than generous than the average market practice.
- Paid Holidays at 10 holidays is less generous than the average market practice. We are seeing 11-13 holidays in the survey.
- Paid Annual Leave is currently more than generous than the average market practice.
- Paid Sick Leave is currently on pace with the average market practice.
- Disability Insurance is on pace with the average market practice.
- Voluntary Benefits are on pace with the average market practice.
- Retirement (401K) is on pace with the average market with mention of the years of service for the matching contribution being slightly less generous than the average market practice.

Years of Service	Matching Contribution
0-4 years	2%
5-8 years	4%
9-12 years	6%
13+ years	8%

Note that the Town also provides a 6% contribution upon hire in addition to the match.

Burris, Thompson and Associates Recommendations for benefit survey based on research and analysis:

Paid Holidays at 10 holidays is less generous than the average market practice. We are seeing 11-13 holidays in the survey.

1. Addition of one additional paid holiday in the next fiscal year.

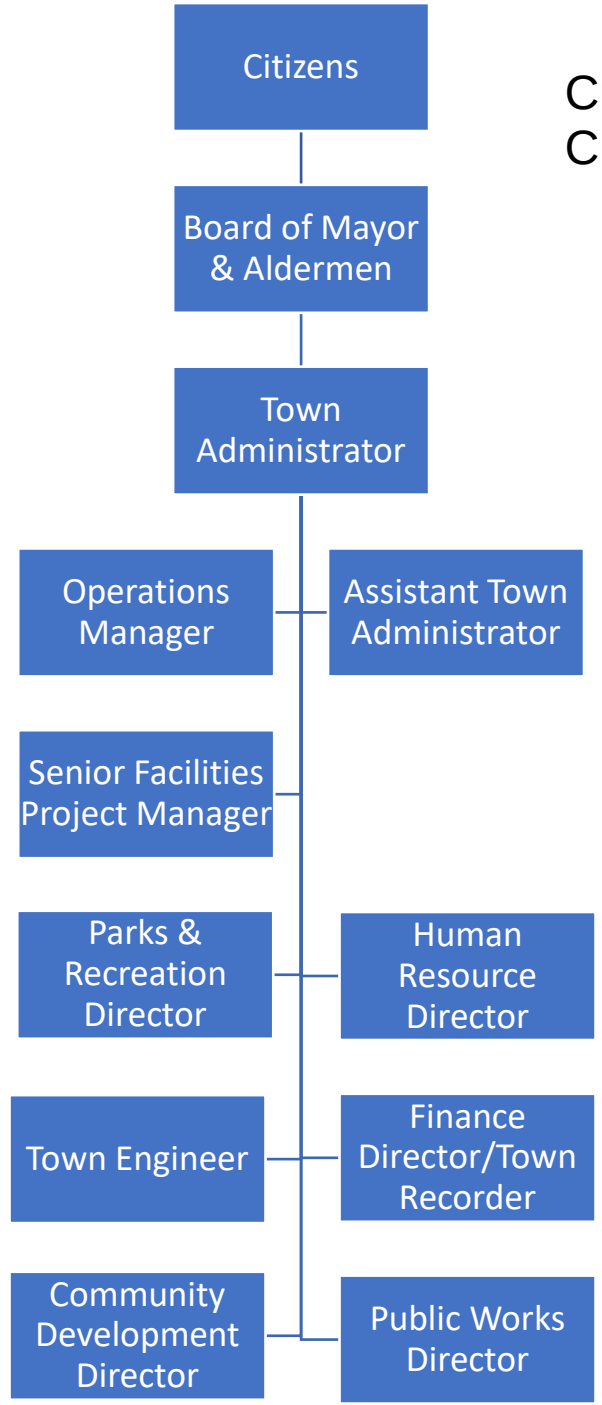
Summary of Cost:

Department	Overall increase in payroll
Administration (HR/IT/Communication/Admin)	$31,631
Community Development	$34,953
Engineering	$30,558
Finance	$23,712
Parks and Recreation	$38,166
Public Works	$79,776
Total increase in Payroll Expenditure	$238,796

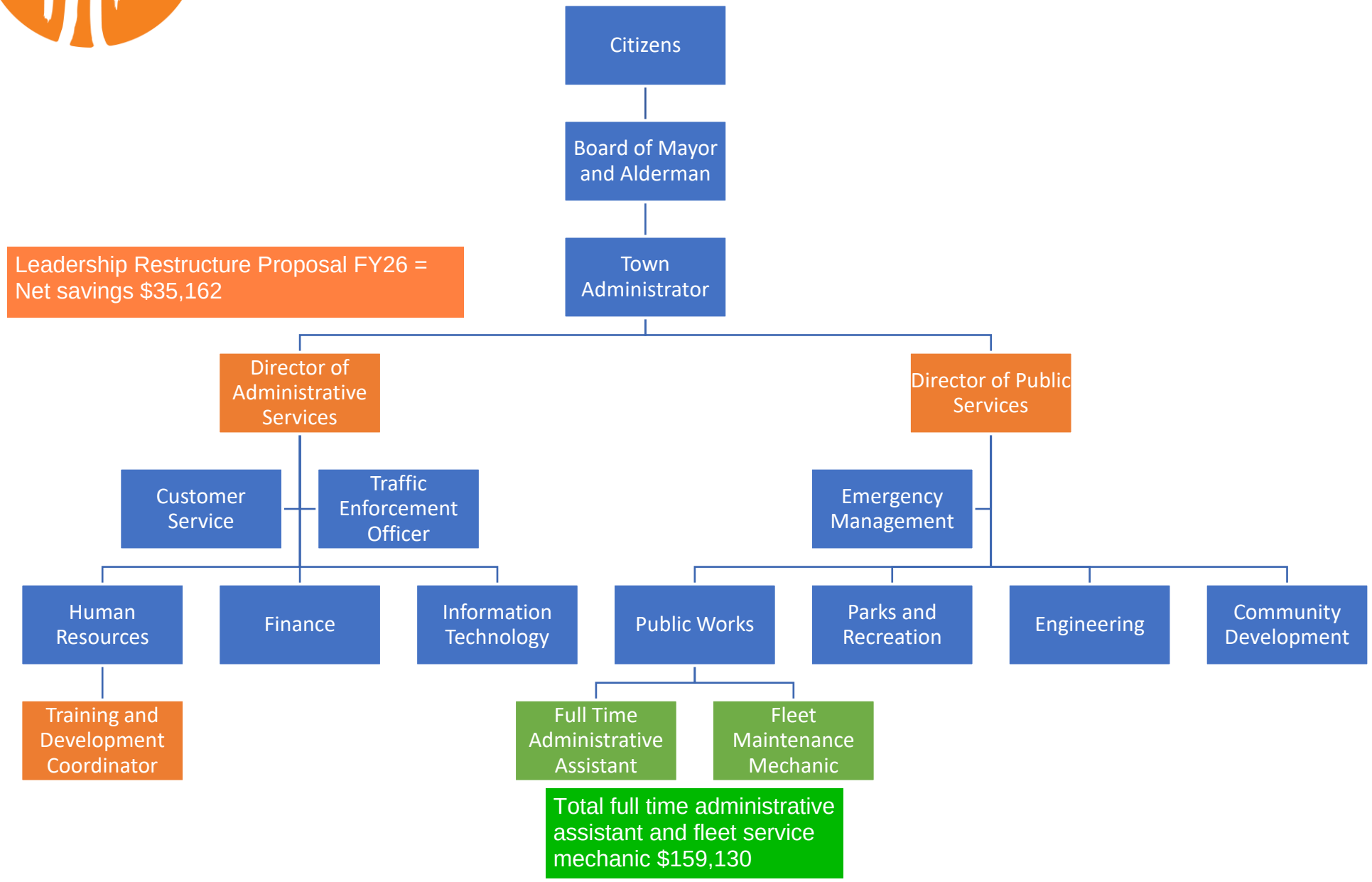
Conclusion:

The study confirms that while the Town provides competitive benefits, its pay structure requires adjustments to remain competitive with the labor market. Implementing the recommended changes will improve recruitment and retention efforts, ensure fair compensation practices, and help sustain a motivated workforce. These updates will also align with the Town's financial strategy while addressing employee concerns and maintaining operational effectiveness.

Current Organizational Chart FY25



Proposed Organizational Chart FY26



Leadership Restructure Proposal FY26 = Net savings $35,162

Total full time administrative assistant and fleet service mechanic $159,130

Director of Administrative Services

Department: Administartion FLSA Status: *Exempt*

General Definition of Work

Performs complex professional work directing, coordinating, and supervising the activities of the Town's administrative services. Responsibilities include overseeing the Finance, Human Resources, Information Technology departments, and key operational programs such as the Town's traffic enforcement and customer service programs. This role ensures efficient management of resources, compliance with policies, and the delivery of high-quality services, and acts on behalf of the Town Administrator as required.

Qualification Requirements

To perform this job successfully, an individual must be able to perform each essential function satisfactorily. The requirements listed below are representative of the knowledge, skill and/or ability required. Reasonable accommodations may be made to enable an individual with disabilities to perform the essential functions.

Essential Functions

- Assumes full management responsibility for all Administrative Services Department programs, services, and activities, including the Finance, Human Resources, and Information Technology divisions.
- Oversees the development, implementation, and evaluation of the Town's traffic enforcement program to ensure public safety and compliance with local regulations.
- Manages the Town's customer experience program, ensuring efficient and courteous interaction with residents, businesses, and stakeholders, and fostering a culture of continuous service improvement.
- Represents the Town in external meetings, including interactions with consultants, vendors, and other agencies, to facilitate operations and implement Town initiatives.
- Provide supervision and direction for accounting, budgeting, auditing, investment, and collection activities to align with the Town's financial objectives and compliance standards.
- Provide supervision and direction for the implementation and operational effectiveness of the Town's information and functional systems to align with organizational goals.
- Performs other related duties as assigned.

Human Resources

- Develops, administers, and interprets Town wide department HR functions, including recruitment, staff forecasting, employee relations, compensation and benefit management, strategic performance measures and policy and procedure implementation and enforcement to maintain a high-performing and motivated team.
- Develops and implements a comprehensive rewards strategy; compensation and benefits plan that is competitive and cost-effective.
    - Responsible for compensation changes associated with personnel transactions including merit increases, promotions, transfers, demotions, terminations and leaves of absence.
    - Maintains the classification and compensation plan for the organization and updates as necessary
- Manages the Town's risk management activities, including Workers' Compensation, employee safety programs, liability and property insurance, and compliance with federal and state mandates.
- Serves as the Title VI Coordinator, ADA Coordinator, and EEO Officer, ensuring adherence to accessibility, equity, and compliance standards.

Knowledge, Skills, and Abilities

Comprehensive knowledge of Principles and practices of employee supervision, including work planning, assignment review and evaluation, discipline, and the training of staff in work procedures. Principles and practices of leadership. Organization and management practices as applied to the development, analysis, and evaluation of programs, policies, and operational needs of the assigned area of responsibility. Applicable federal, state, and local laws, codes, and ordinances relevant to the areas of responsibility. Financial analysis and research procedures. Principles, practices, and procedures of Town budget development, preparation and administration. Governmental accounting structures and impacts of financial and budgetary policies and decisions on short- and long-term financial plans. Human resources strategies and administration. Administrative policy and process development and project management principles.

Director of Administrative Services

Education and Experience
Bachelor's degree with coursework in public or business administration, finance, economics, or closely related field and five (5) years of progressively responsible public sector finance and accounting experience in a management capacity which included some experience working with human resources and information technology programs. A Master's degree strongly desired.

Physical Requirements
Must possess mobility to work in a standard office setting and use standard office equipment, including a computer; vision to read printed materials and a computer screen; and hearing and speech to communicate in person and over the telephone. Standing in and walking between work areas is frequently required. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard or calculator and to operate standard office equipment. Positions in this classification frequently bend, stoop, kneel, and reach to perform assigned duties, as well as push and pull drawers open and closed to retrieve and file information. Employees must possess the ability to lift, carry, push, and pull materials and objects up to 10 pounds.

Special Requirements
Valid driver's license in the State of Tennessee.

Pre-Hire Required Screenings
Background Check
MVR Check
Drug Screen-Non DOT

Additional Benefits
Cell Phone Allowance/Company Issued Phone
Vehicle Allowance

Director of Public Services

Department: Administration FLSA Status: *Exempt*

General Definition of Work

Under the general direction of the Town Administrator, the Director of Public Services plans, directs, manages, and evaluates the activities and operations of Community Development, Engineering, Parks and Recreation and Public Works. The role provides leadership, strategic guidance, and expert professional assistance to ensure efficient operations, effective resource utilization, and alignment with the Town's strategic goals. The Director serves as a liaison with the public, businesses, and regional partners, oversees special projects, and acts on behalf of the Town Administrator as required.

Qualification Requirements

To perform this job successfully, an individual must be able to perform each essential function satisfactorily. The requirements listed below are representative of the knowledge, skill and/or ability required. Reasonable accommodations may be made to enable an individual with disabilities to perform the essential functions.

Essential Functions

- Manage and evaluate work plans and performance objectives for assigned departments, ensuring alignment with Town policies and priorities.
    - Implement strategic and departmental goals, oversee capital projects, and address operational challenges.
    - Promote effective interdepartmental cooperation and sharing of resources to achieve operational efficiencies.
    - Oversee systematic and strategic project management for Town initiatives, applying sound decision-making and metrics to ensure timely, budget-conscious outcomes.
    - Provide policy guidance and collaborate with departmental leadership on policy development and implementation.
    - Ensure compliance with federal, state, and local laws and regulations relevant to department operations.
    - Analyze and resolve operational issues, recommending and implementing adjustments to improve performance and customer service.
- Serves as a liaison between the Town and the Emergency Operations Center (EOC), coordinating communication, resources, and response strategies during emergencies. Acts as the Town's Emergency Manager, overseeing the development, implementation, and maintenance of the Town's Emergency Operations Plan. This includes organizing training programs, conducting preparedness drills, ensuring compliance with FEMA and state emergency management protocols, and serving as the primary point of contact during disaster response and recovery efforts. Ensures seamless collaboration with regional and state emergency management agencies to protect the safety and welfare of the community.
- Engage with residents, businesses, board members, and other stakeholders to foster trust and promote the Town's values.
- Represent the Town in meetings, including those held outside regular business hours (e.g., Board of Mayor and Aldermen, Municipal Planning Commission).
- Maintains a comprehensive, current knowledge of applicable laws/regulations; maintains an awareness of new trends and advances in the profession; reads professional literature; maintains professional affiliations; attends workshops, seminars, and training sessions as appropriate.
- Performs other related duties and special projects as required and assigned by the Town Administrator.

Knowledge, Skills, and Abilities

Extensive knowledge of public administration principles, government structures, and organizational management.
Proficiency in strategic planning, leadership, team-building, conflict resolution, and resource allocation.
Ability to analyze legislation, evaluate policies, and recommend strategies to ensure compliance and operational efficiency.
Strong project management, communication, and decision-making skills to drive successful outcomes.

Director of Public Services

Knowledge of FEMA National Incident Management System (ICS 700) and National Response Framework (ICS 800) preferred.
Ability to establish and maintain effective working relationships with employees, elected officials, consultants, and the general public.

Education and Experience
Bachelor's degree in Public Administration, Business Administration, or closely related field required; supplemented by five (5) years previous experience in a municipal office at a professional level; or any equivalent combination of education, training, and experience which provides the requisite knowledge, skills, and abilities for this job. Master's degree preferred. Familiarity with FEMA National Incident Management System (ICS 700) and National Response Framework (ICS 800) preferred

Physical Requirements
This position requires occasional exertion of up to 10 pounds of force, with activities including standing, walking, sitting, and repetitive motions. The ability to analyze data, operate vehicles and equipment, and communicate effectively is essential. Work may occasionally require exposure to outdoor weather conditions and irregular working hours.

Special Requirements
Valid driver's license in the State of Tennessee.
Attendance at evening and occasional weekend meetings is required.

Pre-Hire Required Screenings
Background Check
MVR Check
Drug Screen-Non DOT

Additional Benefits
Cell Phone Allowance/Company Issued Phone
Vehicle Allowance

PROGRAM CHANGE REQUEST

PREPARED BY: **Michelle Pence, Human Resource Director**
SUBJECT: **Program Change in Personnel for FY 2025-2026**
DATE: **1/17/2025**

INTRODUCTION:
This request is for the addition of a new position, Training and Development Coordinator, within the Human Resources Department.

BACKGROUND:
The Town's Human Resources Department currently operates with a single staff member who is responsible for supporting over 90 employees across various departments. As the Town continues to grow and the workforce becomes more diverse in skill levels, particularly with an increase in less experienced staff, there is a recognized need for a structured approach to employee training and development. The demand for specialized, continuous learning opportunities and leadership development programs is becoming more critical. This need is particularly pressing as supervisors transition into more leadership-focused roles and as new initiatives to enhance employee engagement and retention take shape. A dedicated Training and Development Coordinator is essential to oversee and streamline these efforts.

The addition of this position will help ensure that the Town's employees are equipped with the skills and knowledge to meet current demands and future challenges. The role will support all departments by coordinating effective training programs and fostering an environment of continuous development to enhance employee performance, satisfaction, and overall organizational success.

JUSTIFICATION:
With the Town's expanding workforce and the increasing complexity of employee responsibilities, there is a growing demand for structured training programs that align with the organization's strategic goals. These initiatives will include:

- Developing and implementing training sessions focused on leadership, technical skills, compliance, and customer service.
- Providing ongoing support for the performance management program, including coordinating employee reviews and addressing development needs.
- Managing the onboarding process to ensure new hires are effectively integrated and prepared for their roles.
- Facilitating professional development opportunities to strengthen employee skills and enhance retention.
- Responding to employee feedback and performance data to address skills gaps and development needs across departments.

As the HR Department is currently a team of one, the addition of this role will allow for more targeted support in developing a comprehensive training strategy that aligns with the Town's values and evolving needs. The position will also assist in promoting a culture of growth and continuous improvement, benefiting both the employees and the community we serve.

CONCLUSION:
The addition of a Training and Development Coordinator will help ensure the HR Department can effectively support the needs of the growing workforce, improve employee performance, and contribute to the overall success of the Town's mission. This position will allow the HR Department to better serve both staff and the

community, enabling the Town to adapt to future demands and continue its commitment to high standards of service and employee satisfaction.

DIRECT AND ALLOCATED COSTS:

The Training and Development Coordinator was graded at a level G, exempt position:

Min: $61,905
Mid: $77,382
Max: $96,727

The increase for adding a Fleet Services Foreman would be as follows:

Salary-Min level	**$62,000**
Benefit Costs- family plan	**$35,000**
Clothing Allowance	**$150**
Training	**$2000**
IT Hardware	**$3000**
Total Cost Forecast	**$99,450**

SUPPORTING DOCUMENTS: Role description for the position.

Training and Development Coordinator

Department: Human Resources FLSA Status: *Exempt*

General Definition of Work
Performs moderate professional Human Resources work designing, planning and implementing training programs, policies, and procedures. The purpose of this role is to coordinate talent management, leadership, and employee development training efforts across the Town.Work is performed under the general direction of the Human Resource Director.

Qualification Requirements
To perform this job successfully, an individual must be able to perform each essential function satisfactorily. The requirements listed below are representative of the knowledge, skill and/or ability required. Reasonable accommodations may be made to enable an individual with disabilities to perform the essential functions.

Essential Functions
Training and Development
- Develop and implement effective learning and training programs for employees
- Collaborate with various departments to identify learning needs and create customized training solutions
- Conduct training needs assessments to determine gaps and opportunities for development
- Design and facilitate training sessions, workshops, and online learning courses
- Develop and maintain training materials, resources, and manuals
- Evaluate the effectiveness of training programs and make recommendations for improvement
- Stay up-to-date with industry trends and best practices in learning and development
- Collaborate with subject matter experts to ensure accuracy and relevance of training content
- Manage and track training records and completion rates
- Communicate with employees and managers to promote and support continuous learning and development
- Provide coaching and support to employees to enhance their skills and knowledge
- Work with external vendors and consultants to develop and deliver training programs
- Participate in the development and implementation of company-wide learning and development strategies
- Adhere to company policies and procedures related to learning and development

Performance Management
- Manage and oversee the Town's performance management program, ensuring its alignment with organizational goals and objectives.
    - Facilitate the 90-day, 6-month, and annual review processes across all departments.

Employee Relations
- Assist in the onboarding process for new employees, including orientation and training
- Performs a variety of Human Resource (HR) tasks and processes that contribute to the successful completion of work in the Human Resources Department
- Participates in teams for special assignments across varying areas of HR
- Provide administrative support to the HR Director.
- Maintain confidentiality of sensitive information and handle it with discretion
- Performs related duties as required.

Knowledge, Skills, and Abilities
Comprehensive knowledge of the philosophy, principles and practices of public and town specific personnel administration such as recruitment, selection, benefits administration, labor relations, equal employment opportunity and affirmative action; thorough knowledge of governmental administration; through knowledge of research methods and tecniques, and methods of report presentation: ability to analyze, interpret and report research findings; comprehensive skill working with standard computer and peripheral equipment; thorough skill operating standard accounting software; thorough skill completing and submitting paperwork to various vendors and consultants; thorough skill working under time constraints and prioritizing work; ability to present ideas effectively, both orally or in written form; ability to make arithmetic computations using whole numbers, fractions and decimals; ability to compute rates, ratios and percentages; ability to effectively counsel supervisors and management through employment

matters; ability to maintain detailed and confidential information in an organized and accessible manner; ability to develop and facilitate trainings sessions; ability to motivate and encourage employees; ability to maintain a working level of knowledge of employment and personnel related legislation effecting the Town; ability to develop or amend Town policies and procedures in response to personnel related legislation or issues; ability to monitor compliance of department heads with state and federal regulations and operating policies or procedure; ability to conduct detailed analytical evaluations and studies and to prepare related reports and recommendations; ability to establish and maintain effective working relationships with employees, elected officials, consultants, attorneys, vendors and the general public.

Education and Experience
Bachelor's Degree in Education, Training, HR or related field and/or experience.
3+ years in Human Resources or Training roles
Proven work experience as a Training Specialist, Trainer, Training Facilitator, or similar role. Hands-on experience coordinating multiple training events in a corporate setting. Knowledge of instructional design theory and implementation. Adequate knowledge of learning management systems and web delivery tools. Proven ability to complete full training cycle (assess needs, plan, develop, coordinate, monitor and evaluate).

Physical Requirements
This work requires the occasional exertion of up to 10 pounds of force; work regularly requires sitting, speaking or hearing and using hands to finger, handle or feel, frequently requires repetitive motions and occasionally requires standing, walking, stooping, kneeling, crouching or crawling, reaching with hands and arms, pushing or pulling and lifting; work has standard vision requirements; vocal communication is required for expressing or exchanging ideas by means of the spoken word; hearing is required to perceive information at normal spoken word levels; work requires preparing and analyzing written or computer data, operating machines and observing general surroundings and activities; work has no exposure to environmental conditions; work is generally in a moderately noisy location (e.g. business office, light traffic).

Special Requirements
Valid driver's license in the State of Tennessee.
Ability to obtain Train the Trainer certifications.
Ability to obtain PHR or similar certification within two (2) years of employment

Pre-Hire Required Screenings
Background Check
MVR Check
Drug Screen-Non DOT

Additional Benefits
N/A

PROGRAM CHANGE REQUEST

PREPARED BY: **Will Wiley, Public Works Director**
CC: **Michelle Pence, Human Resource Director**
SUBJECT: **Program Change in Personnel for FY 2025-2026**
DATE: **1/17/2025**

INTRODUCTION:
This request is for the reclassification of the Administrative Assistant – Public Works position from part-time to full-time within the Public Works Department.

BACKGROUND:
The Public Works Department relies heavily on administrative support to ensure efficient operations, communication, and responsiveness to citizen needs. The Administrative Assistant plays a pivotal role in facilitating communication, managing records, coordinating work orders, and supporting the Director and departmental staff.

With the department's expanding responsibilities and an increasing demand for timely and accurate administrative support, it has become evident that a full-time Administrative Assistant is essential to sustaining operational efficiency and maintaining service quality.

JUSTIFICATION:
The reclassification of this position to full-time is necessary to address the following:

1. **Increased Workload:**
    - Expansion of departmental responsibilities requires more administrative oversight and support.
    - Managing additional records, databases, and scheduling demands exceeds the capacity of a part-time role.
    - Expansion of responsibility in coordination of department training program.
2. **Enhanced Citizen Engagement:**
    - Increased citizen requests and inquiries necessitate more responsive and accessible administrative support.
    - Prompt resolution of concerns is critical to maintaining public trust and satisfaction.
3. **Improved Operational Efficiency:**
    - Streamlining communication among Public Works staff and ensuring timely coordination of work orders.
    - Supporting the preparation of reports, payment requisitions, and other documents critical to departmental functions.
4. **Alignment with Department Growth:**
    - As the department continues to grow, so does the complexity and volume of administrative tasks.
    - A full-time role will allow the department to meet these growing demands without compromising quality.

PROPOSED DUTIES:
The full-time Administrative Assistant will:

- Provide comprehensive administrative support to the Public Works Department.
- Coordinate communication among departmental staff and manage work orders.
- Maintain records, databases, schedules, and calendars.
- Respond to citizen requests, questions, and concerns in a timely manner.
- Prepare reports, documents, and correspondence as needed by the Director.

CONCLUSION:
Reclassifying the Administrative Assistant – Public Works position from part-time to full-time is a strategic step to enhance departmental efficiency, meet the growing needs of the community, and ensure the sustained delivery of high-quality public services. This adjustment reflects the department's commitment to operational excellence and responsiveness to the Town of Farragut's residents and stakeholders.

DIRECT AND ALLOCATED COSTS:

The Administrative Assistant is classified as a Grade D:

Min: $22.36
Mid: $27.95
Max: $34.94

The increase for reclassifying the Administrative Assistant to full time would be as follows:

Salary-*The additional cost, not overall cost*	**$22,800**
Benefit Costs- family plan	**$35,000**
Training	**$1,000**
Total Additional Cost Forecast	**$58,800**

SUPPORTING DOCUMENTS: Role description for the position.

Administrative Assistant – Public Works

Department: Public Works FLSA Status: *Non-Exempt*

General Definition of Work
Performs intermediate administrative support work for the Public Works department, and related work as apparent or assigned. Work is performed under the direct supervision of the Public Works Director.

Qualification Requirements
To perform this job successfully, an individual must be able to perform each essential function satisfactorily. The requirements listed below are representative of the knowledge, skill and/or ability required. Reasonable accommodations may be made to enable an individual with disabilities to perform the essential functions.

Essential Functions
- Provides administrative support to the department.
- Prepares written material, reports, memoranda, payment requisitions and documents related to town contracts.
- Coordinates and facilitates communication among all public works staff members.
- Directs work orders to appropriate personnel in the Public Works departments.
- Coordinates the department training program.
- Assists with responding to citizen requests, questions and issues pertaining to public works.
- Maintains records, correspondence, files, databases and reports related to the department.
- Maintains and updates public works staff calendars and schedules.
- Completes related duties as assigned by the Public Works Director.

Knowledge, Skills, and Abilities
General knowledge of standard office practices, procedures, equipment and office assistance techniques; general knowledge of business English, spelling and arithmetic; general knowledge of department programs and policies; general knowledge of standard computer software and hardware; general skill working in administrative support documents; general skill operating standard computer and peripheral equipment; ability to manage time and work within time constraints; ability to type accurately at a reasonable rate of speed; ability to operate standard office, word processing and data entry equipment; ability to follow oral and written instructions; ability to communicate effectively in oral form; ability to coordinate among elected officials; ability to create public presentations and marketing materials; ability to make arithmetic computations using whole numbers, fractions and decimals; ability to establish and maintain effective working relationships with citizens, town staff, elected officials, and the general public.

Education and Experience
High school diploma or GED and considerable experience working in a clerical support role, or equivalent combination of education and experience. Demonstrated proficency in all Microsoft Office products.

Physical Requirements
This work requires the frequent exertion of up to 10 pounds of force and occasional exertion of up to 25 pounds of force; work regularly requires repetitive motions, frequently requires walking, sitting and using hands to finger, handle or feel and occasionally requires standing, speaking or hearing, climbing or balancing, stooping, kneeling, crouching or crawling, reaching with hands and arms, pushing or pulling and lifting; work has standard vision requirements; vocal communication is required for expressing or exchanging ideas by means of the spoken word; hearing is required to perceive information at normal spoken word levels; work requires preparing and analyzing written or computer data, operating machines and observing general surroundings and activities; work has no exposure to environmental conditions; work is generally in a moderately noisy location (e.g. business office, light traffic).

Special Requirements
Valid driver's license in the State of Tennessee.

Pre-Hire Required Screenings
Background Check

Administrative Assistant – Public Works

Additional Benefits
N/A

Last Revised: 03/2023

PROGRAM CHANGE REQUEST

PREPARED BY: **Will Wiley, Public Works Director**
CC: **Michelle Pence, Human Resource Director**
SUBJECT: **Program Change in Personnel for FY 2025-2026**
DATE: **1/17/2025**

INTRODUCTION:
This request is for the addition of one (1) Fleet Service Mechanic to the Public Works Department.

BACKGROUND:
The Fleet Service Mechanic role is critical to the efficient and safe operation of the Town of Farragut's fleet vehicles and equipment. This position involves overseeing all aspects of fleet service and repair, ensuring safety and compliance standards are met, and optimizing preventive maintenance schedules to maximize the lifespan and reliability of the Town's assets.

All the Town's fleet is now assigned to the Public Works Department. This consolidation necessitates prioritizing preventative maintenance to reduce costly repairs and downtime. Additionally, an intentional focus on safety and regulatory compliance has become critical to ensure the reliability and safety of fleet operations.

Without a dedicated Fleet Service Mechanic, the department risks delays in repairs, higher maintenance costs, and potential safety concerns due to insufficient oversight and organization of fleet operations.

The Fleet Service Mechanic will serve on the management rotation of the On-Call Schedule.

In the absence of active fleet maintenance tasks, the Fleet Service Mechanic will provide support to the Public Works Team by assisting with various duties as needed to ensure the department's overall operational efficiency.

JUSTIFICATION:
The addition of a Fleet Service Foreman is necessary to address the following key challenges:

1. **Expanded Fleet Responsibilities:**
    - Increased number of vehicles and heavy equipment requiring preventive maintenance and repair.
    - Specialized needs for major equipment and mowing equipment.
2. **Enhanced Safety and Compliance Requirements:**
    - Ensuring all vehicles meet updated safety and regulatory standards.
    - Conducting thorough safety inspections and repairs in a timely manner.
3. **Efficient Operations and Cost Savings:**
    - Overseeing maintenance schedules to minimize vehicle downtime.
    - Ensuring cost-effective repairs through proper diagnosis and decision-making.
4. **Improved Training and Supervision:**
    - Providing leadership and technical guidance to technicians who are cross training within fleet.
    - Supporting skill development through hands-on training and mentoring.
5. **Public Service Continuity:**
    - Maintaining reliability and responsiveness in public service operations that depend on fleet vehicles and equipment.

PROPOSED DUTIES:
The Fleet Service Mechanic will:

- Supervise and perform maintenance and repair work on fleet vehicles and equipment.
- Develop and maintain preventive maintenance schedules.
- Ensure compliance with safety regulations and standards.
- Provide training and technical support to maintenance staff.
- Maintain detailed records of repairs, inspections, and inventory.

CONCLUSION:
Adding a Fleet Service Mechanic to the Public Works Department will ensure that the Town of Farragut continues to deliver high-quality services while meeting the growing demands of its fleet operations. This role will improve operational efficiency, reduce costs, and maintain safety and reliability standards.

DIRECT AND ALLOCATED COSTS:

The Fleet Services Mechanic was graded at a level E:

Min: $24.60
Mid: $30.75
Max: $38.43

The increase for adding a Fleet Services Mechanic would be as follows:

Salary-Min level	**$59,000**
Benefit Costs- family plan	**$35,000**
Uniforms	**$1000**
Steel Toed Boots	**$170**
Cold Weather Attire	**$300**
Training	**$1500**
IT Hardware	**$3000**
Cell Phone Allowance	**$360**
Total Cost Forecast	**$100,330**

SUPPORTING DOCUMENTS: Role description for the position.

Fleet Service Mechanic

Department: Public Works FLSA Status: *Non-Exempt*

General Definition of Work
The Fleet Services Mechanic performs skilled technical work in the maintenance, repair, and inspection of the Town of Farragut's fleet vehicles and equipment. Responsibilities include conducting routine preventive maintenance, diagnosing and repairing mechanical and electrical issues, ensuring compliance with safety regulations, and maintaining detailed service records. This position is subject to on-call and call-back schedules and operates under the general direction of the Public Works Foreman.

Qualification Requirements: *To perform this job successfully, an individual must be able to perform each essential function satisfactorily. The requirements listed below are representative of the knowledge, skill and/or ability required. Reasonable accommodations may be made to enable an individual with disabilities to perform the essential functions.*

Essential Functions
- Performs maintenance and repairs on fleet vehicles and heavy equipment.
- Diagnoses mechanical and electrical issues and determines necessary repairs.
- Conducts preventive maintenance, including oil and filter changes, lubrication, tire replacement, brake servicing, and component inspections.
- Repairs or replaces critical engine components, including valves, seals, rings, bearings, and other mechanical parts.
- Installs, troubleshoots, and repairs electrical systems, including switches, fuses, bulbs, wiring, and emergency lighting on response vehicles.
- Conducts safety and preventive maintenance inspections to ensure compliance and operational readiness.
- Operates various tools and equipment, including jacks, air wrenches, grease racks, arc welders, cutting torches, drill presses, lathes, and grinders.
- Performs welding and metal fabrication for equipment repairs as needed.
- Ensures all tools and equipment are maintained, properly stored, and in working condition.
- Assists in determining whether to repair or decommission fleet vehicles and equipment.
- Maintains repair records, service logs, and inventory tracking.
- Ensures compliance with workplace safety regulations and industry standards.
- Responds to emergency repairs, call-backs, and citizen concerns as required.

Knowledge, Skills and Abilities
Extensive knowledge of fleet vehicle and heavy equipment repair, maintenance, and diagnostics.
Strong understanding of mechanical, hydraulic, and electrical systems.
Proficiency in welding and metal fabrication.
Ability to operate diagnostic tools and repair equipment.
Knowledge of occupational safety regulations related to fleet maintenance.
Strong problem-solving skills and ability to make informed repair decisions.
Good organizational and record-keeping abilities.
Ability to work independently and collaboratively within a team environment.

Education and Experience
High school diploma or GED and (five years) moderate experience working in fleet and equipment maintenance.

Physical Requirements
Medium to heavy work requiring exertion of up to 100 lbs. occasionally, 50 lbs. frequently, and 20 lbs. constantly. Activities include climbing, balancing, stooping, kneeling, reaching, pushing, pulling, lifting, fingering, and grasping. Vocal communication is required for conveying information and instructions. Hearing is necessary to perceive instructions and detect equipment malfunctions.Visual acuity is required for equipment inspections, machine operation, and precision work.

Fleet Service Mechanic

Work is performed indoors and outdoors in varying environmental conditions, including extreme heat, noise, vibration, and exposure to oils and atmospheric conditions.

Special Requirements
Valid commercial driver's license.
Applicable safety and specific equipment training must be completed.
Posession or ability to obtain ASE certifications.
CPR/AED/First Aid Training within 3 months of hire.
Stop the Bleed Training within 3 months of hire.

Pre-Hire Required Screenings
Background Check
MVR Check-Clearinghouse
Drug Screen-DOT
Physical-DOT

Additional Benefits
Cell Phone Allowance/Town Issued Phone
Uniforms

TOWN OF FARRAGUT VEHICLE/EQUIPMENT REQUEST FORM
FY 2026

Department: Public Works

Vehicle/Equipment Description: The KM 8000T TEDD Model is a 4 ton asphalt hotbox with Extended Deck to accommodate the carrying of an Infrared asphalt heater. This unit also includes a hydraulic dump hoist, its diesel fired with electric brakes, solvent tank, tool rack and pail holder and rear mounted propane torch with hose reel. This equipment is used to patch potholes and other related road defects.

New: KM 8000TEDD 4-Ton Asphalt Hotbox Trailer

Replacement: N/A

If Replacement:
- Vehicle Number:
- Farragut Fixed Asset:
- Mileage/Hours of Use:
- Year of Vehicle:

Estimated usage of new/replacement vehicle: Daily, all seasons.

Miles per month: Hours per month: 20

Primary use of vehicle/equipment (tasks, functions, services) This equipment is used to patch potholes and other related road defects. The intent is to provide faster customer service while reducing costs for the Town.

What equipment will be required for this vehicle to operate within its intended capacity?
A current fleet pickup with a capacity of a F250 or higher to tow it.

Justifications for purchase/specifications

Life expectancy (yrs/hrs): 10 years or 10,400

Replacement year: 2035

Estimated budget amount (how did you arrive at this number?)
$69,395.00 Sourcewell

Infrastructure Solutions Group, Inc.
www.InfraSolutionsGroup.com
Phone: (804) 833-8048 **Fax:** (804) 730-4242

Quote From:
Infrastructure Solutions Group, Inc.
505 East Plaza Drive
Mooresville, NC 28115

Prepared by: **David Jenkins**

Quote To: **KMI.DJ.112624**
Town of Farragut
11408 Municipal Center Dr
Farragut, TN, 37934
Sourcewell Account #89144

Attention: **Kevin Manis**

Product ID	Description	Quantity	Unit Price	Amount
	KM 8000TEDD 4-Ton Hotbox Trailer			$33,525.00
	Lithium Ion Battery			$1,200.00
	Solvent Tank (7 GAL.)			$470.00
	Tool Rack - Mounted			$370.00
	Spare Tire - Mounted			$655.00
	Hoist (12V) - For Infrared or Roller			$3,515.00
	Hand Torch			$1,940.00
	Extended Trailer - 2 Ft for added options			$635.00
	Mounted Deck for 2x18 Infrared			$350.00
	Roller Cradle Basket			$360.00
	30-GAL Tack Tank			$4,785.00
	Spray Tack Unit w/ Hose Reel			$4,690.00
	Work Lights - Mounted			$440.00
	Strobe Light - Mounted			$380.00
	Light Bar - Directional			$1,820.00
	Rear Mounted Fender Strobes			$830.00
	2x18 Infrared - 22.75 Sq. Ft.			$11,180.00
	Tack Tank Skid Deck			$585.00
	BOMAG Roller - BW55			$10,088.00
	Sourcewell Contract #080521-KMI			
Comments:	Customer to pay tax at time of tag/title application		**Sub Total:**	$67,145.00
			Freight:	$2,250.00
			Tax:	
			Total:	$69,395.00



TOWN OF FARRAGUT VEHICLE/EQUIPMENT REQUEST FORM
FY 2026

Department: Public Works

Vehicle/Equipment Description: The Toolcat Utility Work Machine is has the versatility of using 40 plus attachments. It's several machines in one, including a pickup, tractor, skid-steer loader, and utility vehicle. It allows operators to lift, haul, tow, and much more in a familiar cockpit.

New: Toolcat Utility Work Machine UW56

Replacement: N/A

If Replacement:
- Vehicle Number:
- Farragut Fixed Asset:
- Mileage/Hours of Use:
- Year of Vehicle:

Miles per month: Hours per month: 80

Primary use of vehicle/equipment (tasks, functions, services) Greenway maintenance, right-of-way mow support, snow removal, leaf removal, carry tools.

Justifications for purchase/specifications

Life expectancy (yrs/hrs): 10 years or 10,400

Replacement year: 2035

Estimated budget amount (how did you arrive at this number?)
MSRP (trying to get a coop price) $80,580

Product Quotation
Quotation Number: **MF968180**
Quote Sent Date: **Jan 17, 2025**
Expiration Date: **Feb 16, 2025**

Your Bobcat Contact
Marcella Foss
Phone:
Email: marcella.foss@doosan.com

Your Customer Contact

Deliver to
Town of Farragut
239 JAMESTOWNE BLVD
KNOXVILLE, TN, 37934-2727

Bobcat Dealer
Bobcat of Knoxville, Knoxville, TN
4600 BOBCAT LANE
KNOXVILLE, TN, 37921

Bill to
Town of Farragut
11408 MUNICIPAL CENTER DR
FARRAGUT, TN, 37934-2830

Item Name	Item Number	Quantity	Price Each	Total
Bobcat UW56	M1225	1	64,464.00	64,464.00
Standard Equipment: Adjustable Vinyl Seats All-Wheel Steer Automatically Activated Glow Plugs Auxiliary Hydraulics Variable Flow with dual direction detent Beverage Holders Bob-Tach Boom Float Cargo Box Support Cruise Control Speed Management Enclosed Cab with HVAC Dual Port USB charger Lower Engine Guard Limited Slip Transaxle Engine and Hydraulic Monitor with Shutdown Front LED Work Lights Full-time Four-Wheel Drive				
Horsepower Management Roll Over Protective Structure (ROPS) . Meets Requirements of SAE-J1040 & ISO 3471 Falling Object Protective Structure (FOPS) . Meets Requirements of SAE-J1043 & ISO3449, Level I Dome Light Hydraulic Dump Box Instrumentation: Standard 5" Display with Keyless Start, Engine Temperature and Fuel Gauges, Hour meter, RPM and Warning Indicators. Includes maintenance interval notification, fault display, job codes, quick start, and security lockouts. Joystick, Manually Controlled with Lift Arm Float Lift Arm Support Parking Brake, automatic Power Steering with Tilt Steering Wheel Radiator Screen Rear Receiver Hitch Seat Belts, Shoulder Harness Spark Arrestor Muffler Suspension, 4-wheel independent Tires: 27 x 10.5-15 (8 ply), Lug Tread Toolcat Interlock Control System (TICS) Two-Speed Transmission Machine Warranty: 12 Months, unlimited hours Bobcat Engine Warranty: Additional 12 Months or total of 2000 hours after initial 12 month warranty				
Deluxe Road Package *Included:* Deluxe Road Package includes: Backup Alarm, Turn Signals, Flashers, Tail Lights, Brake Lights, Rear view mirror, Side Mirrors, Horn, Rear work lights, and headlights	M1225-P01-C01	1	2,600.00	2,600.00
Attachment Control	M1225-R08-C02	1	224.80	224.80
Heavy Duty Battery	M1225-R07-C02	1	92.00	92.00
High Flow Package	M1225-R03-C02	1	1,736.00	1,736.00
Interior Trim	M1225-A01-C04	1	180.80	180.80

Power Bob-Tach	M1225-R14-C03	1	1,012.00	1,012.00
Radio Option	M1225-R15-C02	1	474.40	474.40
Rear View Camera	M1225-R20-C01	1	315.20	315.20
Traction Control	M1225-R16-C02	1	556.80	556.80
Engine Block Heater	M1225-A01-C02	1	128.00	128.00
29 X 10.5 Trac Tire	M1225-R05-C04	1	575.20	575.20
68" Angle Broom	7337703	1	5,923.44	5,923.44
62" Heavy Duty Bucket	7272678	1	1,179.52	1,179.52
Bolt-On Cutting Edge, 62"	6718005	1	253.98	253.98
8B Chipper, High Flow	7117662	1	13,722.56	13,722.56
FC200 Flail Cutter	7101894	1	12,747.48	12,747.48
6K Severe Duty Pallet Fork Frame	46907101	1	734.92	734.92
48" 6K Severe Duty Pallet Fork Teeth	46907125	1	506.92	506.92
72" Snow Blade	6905156	1	2,824.16	2,824.16
Hose Assembly, 91 inch - Attachments Plus	7145549	1	84.17	84.17
ACD Kit, 7-Pin	7439954	1	190.18	190.18
	Total for Bobcat UW56			110,526.53

Quote Total - USD	110,526.53
Dealer P.D.I.	400.00
Freight Charges	1,400.00
Destination Charges	1,319.00
Dealer Assembly Charges	375.00
Quote Total - USD	**114,020.53**

Comment:
*Plus applicable taxes. IF Tax Exempt, please include Tax Exempt Certificate with the order.

*Prices per the Sourcewell Contract #020223-CEC

*Sourcewell Member Number (if applicable): _____

*All orders should include 1) Accounts Payable Contact and email address, 2) W9 with correct legal entity name, and 3) Bill to Address.

*Orders may be placed with the contract holder or authorized dealer as allowed by the terms and conditions of the contract. *A Copy of all orders must be provided to Heather.Messmer@Doosan.com.

*Contact Holder Information: Doosan Bobcat North America, Inc. Govt Sales, 250 E Beaton Drive, West Fargo, ND 58078. TID# 38-0425350.

*Payment Terms: Net 60 Days. Credit cards accepted.

*Remittance address: Doosan Bobcat North America, Inc. P. O. Box 74007382, Chicago, IL 60674-7382

Customer acceptance:
Quotation Number:: **MF968180** Purchase Order:_____

Authorized Signature:

Print:_____ Sign:_____

Date:_____ Email:_____

Addresses

Delivery Address_____

Billing Address (if different from ship to):_____

Tax Exempt: Y ☐ / N ☐

Exempt in the State of:_____

Tax Exempt ID:

Federal:_____

State:_____

Expiration Date:_____

TOWN OF FARRAGUT VEHICLE/EQUIPMENT REQUEST FORM
FY 2026

Department: Engineering / Stormwater

Vehicle/Equipment Description: ENVIROSIGHT QUICKVIEW AIR HD POLE CAMERA W/ RANGEFINDER

New:

Replacement:

If Replacement:
- Vehicle Number:
- Farragut Fixed Asset:
- Mileage/Hours of Use:
- Year of Vehicle:

Describe major repairs in the past 24 months.

N/A

Amount of down time/days out of service for past 24 months.

N/A

Condition of vehicle/equipment as of January 2025: (Circle One)

Excellent Very Good Good Fair Poor

Repair Costs	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY2032	FY2033	TOTAL
Maintenance									
Parts									
Labor									
Other									
Total Cost									

Estimated usage of new/replacement vehicle:

Miles per month: N/A Hours per month: N/A

Primary use of vehicle/equipment (tasks, functions, services)

Type of vehicle/equipment requested-include any non-standard specifications (check box)

4x2	Compact	½ ton
4x4	6 Cylinder	¾ ton
Diesel	8 Cylinder	1 ton
Automatic	Full Size	Light Duty
Manual	Mid Size Sedan	Other

What equipment will be required for this vehicle to operate within its intended capacity?

N/A

Justifications for purchase/specifications:
As the town's infrastructure ages, we need to assess its condition and rehab/replace as needed. This camara system would enable the engineering department to do these assessments, respond to failures to pinpoint the problem and write the work orders for Public Works. We could assess structures and cross-pipes ensuring our infrastructure is in good condition before paving, therefore reducing the chance of tearing up new asphalt to fix a stormwater issue that could've been identified prior to paving. The camera could also be used to enforce MCM 3 of our MS4 Phase 2 NPDES permit when tracing illicit discharge/connections. Regarding safety, this system will drastically reduce the need for engineering or public works employees from entering confined spaces. This camera system will enable us to be proactive in our infrastructure assessments, which is typically more cost effective than being reactive or hiring third party contractors. Success of the project will be the ability to maintain a current assessment of our stormwater infrastructure.

Life expectancy (yrs/hrs): 5 years (see note below)

Replacement year: N/A

Estimated budget amount (how did you arrive at this number?) $23,756.15; Quote from Envirosight Rep.
The initial cost for the pole camera is $23,756.15. This includes the camera head, software/app, 30' pole with standoff, bipod, 2 batteries, charger, laser rangefinder and case. It requires a tablet running either iOS, Android or Windows which we currently possess therefore no extra cost is required for those. As far as lifespan and maintenance for these cameras, I asked the City of Knoxville, and they have them on a fixed-asset 5-year replacement cycle with maintenance being minimal and typically just involve replacing a battery ($200-300 each).

Department Director Signature:

Date:

Town Administrator Signature:

Date:

TOWN OF FARRAGUT

Justification Report for New Projects

Capital Investment Projects & 900 Accounts

PROJECT INFORMATION		
Project Name: ENVIROSIGHT QUICKVIEW AIR HD POLE CAMERA W/ RANGEFINDER		**Requested BMA Date:**
DEPARTMENT INFORMATION		
Department: ENGINEERING	**Date: December 18, 2024**	**Acct# 3120**
Project Manager: Clifford Mann	**Arch/Engineering Firm:**	
BUDGET & COST INFORMATION		
Approved Budget Amount: $23,756.15	**Estimated Cost As of:** December 18, 2024	**Design:**
Access/Parking:	**Landscape/Irrigation:**	**Construction:**
Utility Relocation:	**Land/ROW:**	**Furnishings:**

Describe the problem:

1: Justification

As the town's infrastructure ages, we need to assess its condition and rehab/replace as needed. This camara system would enable the engineering department to do these assessments, respond to failures to pinpoint the problem and write the work orders for Public Works. We could assess structures and cross-pipes ensuring our infrastructure is in good condition before paving, therefore reducing the chance of tearing up new asphalt to fix a stormwater issue that could've been identified prior to paving. The camera could also be used to enforce MCM 3 of our MS4 Phase 2 NPDES permit when tracing illicit discharge/connections. Regarding safety, this system will drastically reduce the need for engineering or public works employees from entering confined spaces.

2: Describe research/investigation done to identify the problem.

N/A

Direct and Allocated Costs:

The initial cost for the pole camera is $23,756.15. This includes the camera head, software/app, 30' pole with standoff, bipod, 2 batteries, charger, laser rangefinder and case. As far as lifespan and maintenance for these cameras, I asked the City of Knoxville, and they have them on a fixed-asset 5-year replacement cycle with maintenance being minimal and typically just involves replacing a battery.

Address the consequences if no action taken/delayed as well as possible alternatives.

This camera system will enable us to be proactive in our infrastructure assessments, which is typically more cost effective than being reactive or hiring third party contractors.

How will you measure the success of the project?

Success of the project will be the ability to maintain a current assessment of our stormwater infrastructure.

By signing this document, I authorize and agree with all the information provided.

X_____
Department Head

X_____
Assistant Town Administrator

X_____
Town Administrator

QUICKVIEW AIR HD

RAPID, COMPLETE
SEWER ASSESSMENT





ENVIROSIGHT

INSTANT INSIGHT ABOUT SEWERS

Quickview airHD's high-power zoom optics and focused illumination look deep into sewer lines from a manhole to see if they need repair, cleaning or further inspection.

With the insight Quickview delivers, you'll make better maintenance decisions and use resources more effectively.

CITY

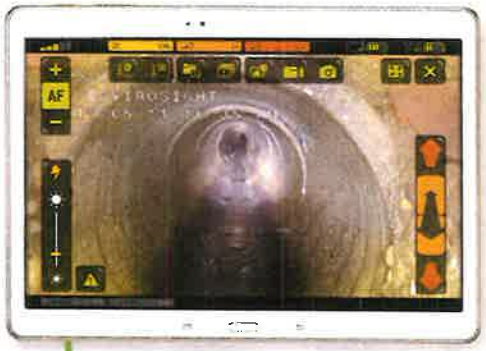
- Identify and prioritize maintenance issues.
- Avoid confined space entry.
- Inspect hard-to-reach areas.
- Respond to emergency callouts.
- Improve sewer cleaning efficiency.

CONTRACTOR

- Survey pipe condition before bidding services.
- Document successful completion of work.

D.O.T.

- Assess storm drain and culvert condition.



Operate with real-time video and touchscreen controls.



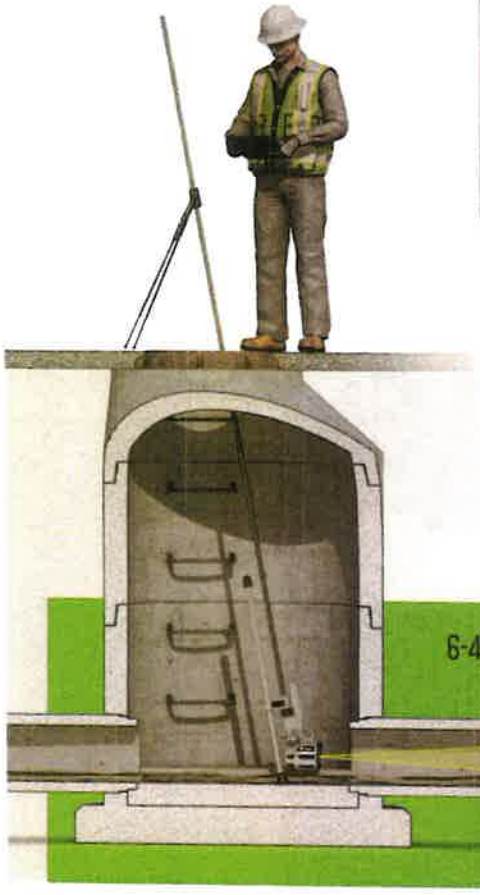
Connect via Wi-Fi.



Annotate your footage.



Review saved assessments.



ENVIROSIGHT



CENTER
To adjust camera height in manhole, push against the standoff's spring; a ratchet will hold your position.



ILLUMINATE
With the camera encircled by focused light, you can see hundreds of feet into pipes.



TILT
Using touchscreen controls, remotely adjust camera tilt to achieve optimal alignment.



MEASURE
An optional rangefinder accessory measures distance to target with the push of a button.



SYSTEM COMPONENTS

- camera head
- app (tablet not included)
- pole with standoff
- bipod
- battery (2)
- charger
- case



SPECIFICATIONS

video system

imager . . . . . 1/2.8-type CMOS
zoom . 360× (30× optical, 12× digital)
resolution . 1280×720 pixel (2.38 MP)
functions . . . . . zoom
. . . . . focus (auto/manual)
. . . . . shutter (auto/manual)
FOV (hor.) . 63.7 (wide) - 2.3 (tele) deg
sensitivity . . . . . 1.4 lux

illumination

system . . four LED/reflector pairs
type . . . . . coaxial, collimated
reflector type . . . . . proprietary

camera head

connections . . . . . 4-pin aux port
depth rating . . . . . 10' (3m)
construction . . . . . aluminum
sensors . . . temp, pressure, incline

wireless system

Wi-Fi standard . . IEEE 802.11b/g/n
frequency range . 2.400–2.483 GHz
operating channels 1–11

centering support

height adjustment . . 18.9" (480mm)
pipe dia. . . . 6–48" (DIN 150–1200)
mechanism . ratcheted gas spring

battery/charger

battery capacity . . . . . 3.4 A-hr.
battery charger . . . . mains power

pole/bipod

length (collapsed/extended) . . 4'/16'
stabilization . . . hands-free bipod

app

OS . . . . . Android, iOS, Windows

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Patents 6,538,732 and 7,009,698; others pending.

measurement option for Quickview

rangefinder

underground understood

for good measure



Like hundreds of municipalities, you depend on the Quickview airHD to assess sewer condition rapidly and affordably. Now, you can also use it to measure the distance to what you see inside sewer pipes.

If you need an **exact measurement**, our new laser rangefinder accessory delivers accuracy to within 0.5%.

Or for a **ballpark estimate**, just update your Quickview airHD tablet app—the latest version calculates approximate distance based on camera focus. Accuracy is around 15%.

Either way, distance-to-target appears graphically at the bottom of the app screen. Measurements can also be overlaid on video.



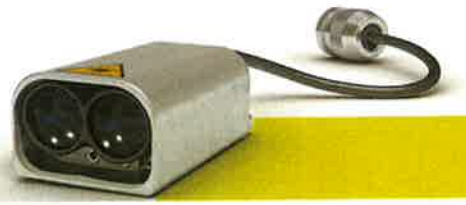


exact measurement

is ideal for creating reports and planning rehab. Our laser rangefinder accessory attaches to your Quickview head and plugs into the accessory port.

ballpark estimate

is sufficient for correlating an observation to a particular residence or other above-ground feature



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Parks & Recreation		**Approved Fee**
Facility		
Picnic/Pavilions Rental	Essex (AP); Burnside (CSP)	$25 half day/ $40 full day
	Hartford & Saratoga (AP); Longstreet (CSP)	$45 half day/$80 full day
	McFee Small	$85 half day/$125 full day (Monday through Thursday)
	McFee Small	$100 half day/$150 full day (Fri, Sat, Sun & Holidays)
	McFee Large	$95 half day/$145 full day (Monday through Thursday)
	McFee Large	$120 half day/$175 full day (Fri, Sat, Sun & Holidays)
	McFee Great Lawn and Great Lawn Pavilion-	see McFee Park Fees section
	Town Hall Park Pavilion	$25 half day/ $40 full day
	Anchor Park Restroom Pavilion	$25 half day/ $40 full day
Athletic	Fields (Diamond & Rectangular) Grass	$25 per hour. Tournament Fees: 1/2 day $100 All Day $200
	Recommended Increase from $25 to $30 per hour.	
	Fields (Synthetic Turf)	$50 per hour
	Recommended Increase from $50 to $55 per hour.	
	Competitive, Recreational & Intermediate Volleyball Fees	$165 per team
	McFee Tennis	$10 per court for 1 hour
	McFee Pickleball	$5 per court for - 1 hour
	McFee Basketball	$10 per court for 1 hour
Park Usage Fee for Non-Town Programs (Does not include any facility i.e. pavilions, etc.)	Professional photographers, fitness classes, trainers, Etc.	$100 Annual Permit Fee
For-Profit/Park Usage Fee	Professional Photographers, For profit classes, Trainers, Etc.	$100 Annual Permit Fee
Tournament/Camp/Clinic Usage Fee	Grass Field/Volleyball Complex	$85 half day/$150 full day
	Synthetic Turf Field	$325 half day/$650 full day
	Tennis (2)/Pickleball (4)	$200 full day
	Tennis (4)/Pickleball (8)	$400 full day

FARRAGUT BEER BOARD AGENDA

Farragut Community Center
239 Jamestowne Blvd

March 27, 2025
5:55 PM

I. Approval of Minutes
   A. February 27, 2025

II. Beer Permit
   A. Approval of a Class 5 Off-Premise beer permit for Mr. Zip #523, 10855 Kingston Pike.

It is the policy of the Town of Farragut not to discriminate on the basis of race, color, national origin, age, sex, or disability pursuant to Title VI of the civil Rights Act of 1964, Public Law 93-112 and 101-336 in its hiring, employment practices and programs. To request accommodations due to disabilities, please call 865-966-7057 in advance of the meeting

February 27, 2025
5:55 PM

The meeting was called to order at 5:55 PM. Members present; Mayor Williams, Vice-Mayor Meyer, Aldermen Burnette, Cain, and White.

Approval of Minutes

Motion was made to approve the minutes of February 13, 2025, as presented. Moved by Mayor Williams, seconded by Alderman Cain; voting yes; Mayor Williams, Vice-Mayor Meyer, Aldermen Burnette, Cain, and White; no nays; motion passed.

Beer Permit

Approval of Class 7, Brewpub Permit for Dullahan's Irish Pub, 12744 Kingston Pike, Suite 104

Motion was made to approve Class 7, Brewpub Permit for Dullahan's Irish Pub, 12744 Kingston Pike, Suite 104. Moved by Alderman Burnette, seconded by Vice-Mayor Meyer; voting yes; Mayor Williams, Vice-Mayor Meyer, Aldermen Burnette, Cain, and White; no nays; motion passed.

_____

Drew Burnette, Chairman

_____

Allison Myers, Town Recorder

It is the policy of the Town of Farragut not to discriminate on the basis of race, color, national origin, age, sex, or disability pursuant to Title VI of the civil Rights Act of 1964, Public Law 93-112 and 101-336 in its hiring, employment practices and programs. To request accommodations due to disabilities, please call 865-966-7057 in advance of the meeting

AGENDA NUMBER II.A. **MEETING DATE March 27, 2025**

REPORT TO THE BEER BOARD

PREPARED BY: Allison Myers, Town Recorder

SUBJECT: Approval of a Class 5 Off-Premise beer permit for Mr. Zip #523, 10855 Kingston Pike.

DISCUSSION: The purpose of this agenda item is the approval of a Class 5, Off-Premise Beer Permit for Mr. Zip #523, 10855 Kingston Pike. A new beer permit is required due to new ownership.

The applications and information are in order.

RECOMMENDATION BY:

Allison Myers, Town Recorder, for approval.

PROPOSED MOTION:

To approve a Class 5, Off-Premise Beer Permit for Mr. Zip #523, 10855 Kingston Pike**.**

BOARD ACTION:

MOTION BY:_____ SECONDED BY:_____

VOTE/TOTAL	WILLIAMS	BURNETTE	CAIN	MEYER	WHITE
YES	_____	_____	_____	_____	_____
NO	_____	_____	_____	_____	_____
ABSTAIN	_____	_____	_____	_____	_____

APPLICATION FOR BEER PERMIT

STATE OF TENNESSEE

TOWN OF FARRAGUT

I hereby make application for a permit to sell, store, manufacture, or distribute Beer under the provisions of Tennessee Code Annotated Section 57-5-101 et seq. and base my application upon the answers to the following questions:

1. Reason for application: New Business ____ New Ownership ____ Name Change ____ Other ____
2. Type of permit requested: (Off-Premise) On-Premise On/Off-Premise Special Occasion
3. Name of Applicant(s) (Owner(s) of Business) US Global Management LLC
4. Type of applicant (check one):
   Person ____ Firm ____ Corporation ____ Joint-Stock Company ____ Syndicate ____ Other ✓
5. List all persons, firms, corporations, joint-stock companies, syndicates, or associations having at least a 5% ownership interest in the business:
   Michael Ali — Mustaq Ali
   947 Westland Creek Blvd — 4108 Crest Court
   Knoxville, TN 37923 — Colleyville, TX 76034
6. Applicant's present home address:
   See above
7. Date of Birth Michael 01/24/1998 Mustaq 05/22/1962 Home Telephone Number ____
   Business Telephone Number 817-269-0582 Social Security Number ____
8. Representative Email Address: michael ali @ Ziptron energy inc. com
9. Under what name will the business operate? Mr Zip #523
10. Business address 10855 Kingston Pike Knoxville, TN 37934
    Business Telephone number 817-269-0582
11. Specify the identity, email and physical address of the person to receive annual privilege tax notices and any other communication from the Town:
    US Global Management LLC — Attn Judy Davis
    Mr Zip #523 — 106 Western Ave
    Morristown TN 37814
12. Information of any manager, other than the applicant:
    Name: TBD Birth Date: ____
    Address: ____

Phone Number: _____

13. Has any person having at least a 5% ownership interest, any of the managers, or any other employee of the business, been convicted of any violation of the beer or alcoholic beverage laws or any crime within the last ten (10) years: ____Yes ✓No. If yes, give particulars of each charge, court, and date convicted.

_____

_____

_____

14. Have you or your organization ever had a Beer Permit revoked, suspended, or denied in the State of Tennessee? No If so, specify, where, when, and why:

_____

_____

15. Name and address of property owner, if other than the business owner:
Bharwani Properties, LLC 106 Western Ave Morristown TN 37814
16. What is the name and address of the Church (or other place of worship) nearest to your business?
Farragut Christian Church 138 Admiral Road Knoxville 37934
17. What is the name and address of the school nearest to your business?
Farragut Middle School 200 West End Avenue Farragut 37934
18. Special Occasion Event Name: _____
Location of the special occasion event: _____
Event Date & Times: _____
Representative name & phone number: _____
Have you received a special event permit to hold the event in the Town of Farragut? _____
19. Tennessee Sales Tax Number: 100182904

I certify that I am knowledgeable of the laws prohibiting the sale of beer to minors and that this application contains true information to the best of my knowledge and belief.

I understand that this application is subject to the Tennessee Public Records Act and shall be open for inspection and reproduction by any citizen. Tennessee Code Annotated 10-7-503.

I understand that by submitting this application, a background investigation shall be conducted and any and any and all documents related to my request shall become public records.

I understand that the applicant or representative must be present at the beer board meeting in which the permit will be discussed.

Signature of Applicant/Owner (or authorized Corporate Official)

Sworn to and subscribed before me this 6 day of March, 2025.

Judy C. Davis

Notary Public

My Commission Expires: June 26, 2028

JUDY C. DAVIS STATE OF TENNESSEE NOTARY PUBLIC HAMBLEN COUNTY

Notice: A non-refundable $250 fee must accompany this application. Any applicant making false statement in this application shall forfeit his/her permit and shall not be eligible to receive any permit for a period of ten years.

A privilege tax of $100 is imposed on the business of selling, distributing, storing or manufacturing beer in this state effective January 1, 1994 and each successive January 1. Any holder of a beer permit issued after January 1, 1994 shall pay a pro rata portion of this annual tax when the permit is issued.

FOR OFFICE USE ONLY

Application is hereby: Approved _____ Denied _____

On this date: _____, 20__

_____ _____

Beer Board Chairman Town Recorder

BMA Workshop and Meeting Minutes
March 13, 2025

BMA WORKSHOP
Equipment Fund, Capital Investment Program, and other funds Workshop
5:15 PM

The Farragut Board of Mayor and Aldermen members Burnette, Cain, Meyer, White and Williams were present for the workshop. David Smoak, Town Administrator, reviewed the Equipment Fund, Capital Investment Program, and other funds FY26.

BMA MEETING
6:00 PM

Roll Call, Silent Prayer, Pledge of Allegiance

Mayor Williams called the meeting to order at 6:00 PM. Roll Call for attendance: Alderman Burnette, yes; Alderman Cain, yes; Vice-Mayor Meyer, yes; Alderman White, yes; Mayor Williams, yes; in additional to staff and member of the press.

Approval of Agenda

Motion was made to approve the agenda as presented. Moved by Vice-Mayor Meyer, seconded by Alderman Cain; voting yes, Mayor Williams, Vice-Mayor Meyer, Aldermen Burnette, Cain, and White; no nays; motion passed.

Approval of Minutes

Motion was made to approve the minutes of February 27, 2025, as presented. Moved by Vice-Mayor Meyer, seconded by Alderman White; voting yes, Mayor Williams, Vice-Mayor Meyer, Aldermen Burnette, Cain, and White; no nays; motion passed.

Mayor's Report

Mayor Williams read the Arbor Day Proclamation.

The BMA members gave an overview of their volunteer committees:
Mayor Williams:
Museum Committee-The committee is very excited about the Town Hall renovations and looking forward to re-opening the museum.
Arts & Beautification Committee-The Art & Photography show has 37 applicants and will be on display March 22-23.

Alderman Burnette:
Parks & Athletics Council-The committee has been reviewing the pickleball complex plans, reviewing ideas for the 4th of July Parade Grand Marshall, reviewing the field usage fees and other CIP park projects.

Alderman White:
Visual Resources Review Board-Mr. White is very impressed with the committee and their dedication to details of sign and landscape plan applications.

Alderman Cain:
Tourism/Visitor Advisory Committee-Working on Campbell Station Inn details, new marketing ideas, revised restaurant guide.
Education Relations Committee-The kids are very energetic, and the committee is reviewing future activities.

Vice-Mayor Meyer:
Municipal Planning Commission-The commission is dedicated to details and consistency. Feels confident in the review and approval process of projects within the town.

Ordinances & Resolutions

Ordinances

Second Reading

Approval of Ordinance 24-19, an Ordinance to Amend the text of the Farragut Zoning Ordinance, Ordinance 86-16, as amended, pursuant to authority granted by Section 13-4-201, Tennessee Code Annotated, by amending the Farragut Municipal Code, Appendix A., Zoning, Chapter 3., Section III., Rural Single-Family Residential District (R-1), Subsection B., Permitted Uses And Structures, to provide for a Second Detached Single-Family Dwelling Unit under certain conditions

Motion was made to approve Ordinance 24-19 on second and final reading. Moved by Vice-Mayor Meyer, seconded by Alderman White; Roll call vote; Alderman Burnette, yes; Alderman Cain, yes; Alderman White, yes; Vice-Mayor Meyer, yes; Mayor Williams, yes; motion passed.

First Reading

Approval of Ordinance 25-02 on first reading. An ordinance to amend the Farragut Municipal Code, Appendix A., Zoning, Chapter 3., Section XII., General Commercial District (C-1), Subsection B., 12., c., 3., to change the setbacks, under certain conditions, for outdoor fences associated with commercial kennels

Motion was made to approve Ordinance 25-02 on first reading. Moved by Vice-Mayor Meyer, seconded by Alderman White; Roll call vote; Alderman Burnette, yes; Alderman Cain, yes; Alderman White, yes; Vice-Mayor Meyer, yes; Mayor Williams, yes; motion passed.

Approval of Ordinance 25-03 on first reading. An ordinance to amend the Farragut Municipal Code, Appendix A., Zoning, Chapter 3., Section XXVI., Planned Commercial Development District (PCD), Subsection C. Minimum Standards., 1. Land Uses., to add a new section f. to provide for a drive-through under certain conditions

Motion was made to approve Ordinance 25-03 on first reading. Moved by Alderman White, seconded by Vice-Mayor Meyer; Roll call vote; Alderman Burnette, yes; Alderman Cain, yes; Alderman White, yes; Vice-Mayor Meyer, yes; Mayor Williams, yes; motion passed.

Resolutions

Approval of Resolution R-2025-06, a resolution in general support of the recommendations provided for in Chapter 4 of the Mixed-Use Town Center Vision Plan https://www.townoffarragut.org/DocumentCenter/View/8263/Mixed-Use-Town-Center-Vision-Plan

Motion was made to approve Resolution R-2025-06. Moved by Vice-Mayor Meyer, seconded by Mayor Williams; Roll call vote; Alderman Burnette, yes; Alderman Cain, yes; Alderman White, no; Vice-Mayor Meyer, yes; Mayor Williams, yes; motion passed.

Business Items

Approval of the 2025 Forget Me Not Race

Motion was made to approve the 2025 Forget Me Not Race. Moved by Alderman Burnette, seconded by Alderman Cain; voting yes, Mayor Williams, Vice-Mayor Meyer, Aldermen Burnette, Cain, and White; no nays; motion passed.

Approval of Change Order with Henricksen Furniture, Omnia Contract #091423-OFS for Town Hall furniture

Motion was made to approve the change order with Henricksen Furniture in the amount of $4,055.24. Moved by Vice-Mayor Meyer, seconded by Alderman White; voting yes, Mayor Williams, Vice-Mayor Meyer, Aldermen Burnette, Cain, and White; no nays; motion passed.

Approval of Change Order with Everon for Town Hall security

Motion was made to approve the change order with Everon for additional Town Hall security services in the amount of $15,722.57. Moved by Vice-Mayor Meyer, seconded by Alderman White; voting yes, Mayor Williams, Vice-Mayor Meyer, Aldermen Burnette, Cain, and White; no nays; motion passed.

The meeting adjourned at 6:34 PM.

_____
Ron Williams, Mayor

_____
Allison Myers, Town Recorder

AGENDA NUMBER V.A.1.a. **MEETING DATE March 27, 2025**

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Mark Shipley, Community Development Director

SUBJECT: Request for approval of Ordinance 25-02 on second reading. An ordinance to amend the Farragut Municipal Code, Appendix A., Zoning, Chapter 3., Section XII., General Commercial District (C-1), Subsection B., 12., c., 3., to change the setbacks, under certain conditions, for outdoor fences associated with commercial kennels

---

INTRODUCTION: During discussion with the Planning Commission, it was noted that this item involves a request to amend the setback requirements for outdoor fences associated with commercial kennel uses in the General Commercial (C-1) Zoning District.

DISCUSSION: Currently, outdoor fences are required to be at least 50 feet from an adjacent property that is not zoned residential or agricultural. The requested amendment would lessen the setback to 25 feet. The required setback from an adjacent property that is zoned residential or agricultural would remain a minimum of 250 feet.

During discussion, the staff noted that the requested setback modification should also only apply to land abutting a kennel that is not shown as a residential land use on the Future Land Use Map. This language was incorporated into Ordinance 25-02.

RECOMMENDATION: Included in the packet is Ordinance 25-02. Also included is the existing language with the proposed changes highlighted. At their meeting on February 20, 2025, the Planning Commission unanimously recommended approval of Ordinance 25-02 to the Board of Mayor and Aldermen. At the March 13, 2025 Board of Mayor and Aldermen meeting Ordinance 25-02 was unanimously approved on first reading. There have been no changes to Ordinance 25-02 since the first reading and the Community Development Director, Mark Shipley, recommends approval of Ordinance 25-02 on second reading.

PROPOSED MOTION: To approve Ordinance 25-02 on second reading.

BOARD ACTION:

MOTION BY:_____ SECONDED BY:_____

VOTE/TOTAL	WILLIAMS	MEYER	WHITE	CAIN	BURNETTE
YES	_____	_____	_____	_____	_____
NO	_____	_____	_____	_____	_____
ABSTAIN	_____	_____	_____	_____	

ORDINANCE: **25-02**
PREPARED BY: **Shipley**
REQUESTED BY: **Urban Engineering**
CERTIFIED BY FMPC: **February 20, 2025**
PUBLIC HEARING: _____
PUBLISHED IN: _____
DATE: _____
1ST READING: _____
2ND READING: _____
PUBLISHED IN: _____
DATE: _____

AN ORDINANCE TO AMEND THE TEXT OF THE FARRAGUT ZONING ORDINANCE, ORDINANCE 86-16, AS AMENDED, PURSUANT TO AUTHORITY GRANTED BY SECTION 13-4-201, TENNESSEE CODE ANNOTATED, BY AMENDING THE FARRAGUT MUNICIPAL CODE, APPENDIX A., ZONING, CHAPTER 3., SECTION XII, GENERAL COMMERCIAL DISTRICT (C-1), SUBSECTION B., 12., C., 3., TO CHANGE THE SETBACKS FOR OUTDOOR FENCES ASSOCIATED WITH COMMERCIAL KENNELS WHERE AN ABUTTING PROPERTY IS NOT ZONED RESIDENTIAL OR AGRICULTURAL AND THE AREA ABUTTING THE KENNEL PROPERTY IS NOT SHOWN AS A RESIDENTIAL LAND USE ON THE FUTURE LAND USE MAP

WHEREAS, the Board of Mayor and Aldermen of the Town of Farragut, Tennessee, wishes to amend the Farragut Municipal Code, Appendix A. – Zoning, Chapter 3., Section XII., General Commercial District (C-1), Subsection B., 12., c., 3., to change the setbacks, under certain conditions, for outdoor fences associated with commercial kennels.

NOW, THEREFORE, BE IT ORDAINED by the Board of Mayor and Aldermen of the Town of Farragut, Tennessee, that the Farragut Municipal Code, Appendix A. – Zoning, Chapter 3., Section XII., General Commercial District (C-1), Subsection B., 12., c., 3 is hereby amended as follows:

SECTION 1.

c. Outdoor fences are permitted solely to provide an area for exercise and waste elimination and shall be used only with on-site supervision. Outdoor fences shall adhere to the following specifications:

    1. Opaque with no openings as viewed from the outside of the fence and a minimum of six feet in height;
    2. Properly maintained and constructed of durable, low maintenance materials that are earth tone, black, or white in color and contain no signage. No chain link fencing shall be permitted;
    3. Set back at least 25 feet from an adjacent property that is not zoned residential or agriculture and the area abutting the kennel property is not shown as a residential land

use on the Future Land Use Map. Such measurement shall be a straight line distance from the nearest portion of the fence to the nearest portion of the property that is not zoned residential or agriculture or to the nearest portion of an area on an adjacent property that is not shown as a residential land use on the Future Land Use Map;

4. Set back at least 250 feet from an adjacent property that is zoned residential or agriculture or the area abutting the kennel property is shown as a residential land on the Future Land Use Map. Such measurement shall be a straight line distance from the nearest portion of the fence to the nearest portion of the property that is zoned residential or agriculture or to the nearest portion of an area on an adjacent property that is shown as a residential land use on the Future Land Use Map;
5. Shall be reviewed as part of a site plan process through the planning commission and shall not interfere parking spaces, access ways, and/or pedestrian access;

SECTION 2.

This ordinance shall take effect from and after its final passage and publication, the public welfare requiring it.

_____
Ron Williams, Mayor

_____
Allison Myers, Town Recorder

Certified to the Farragut Board of Mayor and Aldermen this _____ day of _____, 2025, with approval recommended.

_____
Scott Russ, Chairman

_____
Shannon Preston, Secretary

Sec. XII. General commercial district (C-1).

A. *General description.* This district provides space for commercial uses which provide services primarily to community residents of the Town of Farragut. The intent is to permit lands adjacent to major arterial highways as designated by the Farragut Major Road Plan to be used for the provision of general commercial and business services to the community. These commercial uses are intended to be designed to minimize disruption of traffic flows and negative impacts on adjacent residential uses.

B. *Permitted principal and accessory uses and structures (Non-Mixed Use Town Center as identified in the Comprehensive Land Use Plan).* Unless provided for elsewhere in this section, property and structures located in the General Commercial District (C-1) shall be used only for the following purposes:

1. Generally recognized retail sales. This excludes flea markets and the sale of automobiles and the sale and/or rental of boats, trucks, trailers, construction equipment, mobile homes, and other similar uses as determined by the Board of Zoning Appeals.

   The outdoor sale and/or storage of merchandise and/or any other materials shall be permitted provided the following development criteria are met:

   a. Such merchandise and/or materials are displayed or stored in a permanent area designed for such use;

   b. Such merchandise and/or materials are not displayed or stored on any sidewalks, walkways, parking spaces, or other vehicle ways;

   c. Required yard setbacks for buildings are met for the storage/display area;

   d. Access to the display/storage area shall be restricted by means of a physical barrier such as a fence, a berm, landscaping, or other similar means; and

   e. The total area reserved for outdoor display/storage shall not exceed 2,000 square feet if the net indoor retail floor area is greater than 25,000 square feet, and it shall not exceed 1,000 square feet if the net indoor retail floor area is less than 25,000 square feet.

2. The retail sale of alcoholic beverages, as provided for in the Farragut Municipal Code.

3. Retail outlets for the sale of general farm implements and lawn care equipment such as tractors (less than 10,000 pounds), riding lawn mowers, and related accessories.

   a. The outdoor display and/or storage of such implements and/or lawn care equipment and related accessory attachments shall be permitted provided the following development criteria are met:

      (1) The outdoor display of implements and/or lawn care equipment and related accessory attachments shall be situated so that they are at least 20 feet from the front property line and no more than 50 feet from the front plane of the building, excluding any protrusions beyond the primary front plane. Outdoor display shall only occur during business hours. It is the responsibility of the property owner to coordinate with Town staff on identifying and marking the 20-foot and 50-foot setback lines for clarity and compliance purposes.

      (2) The implements and/or lawn care equipment and related accessory attachments to be displayed outdoors must be removed from the crate or cartons and displayed in such a way as to allow for viewing and inspection, but so as not to prevent passage on sidewalks, walkways, or other vehicle ways.

      (3) Such businesses necessarily involve the use of outdoor areas on the premises for the unloading, uncrating, positioning, and repositioning of items that are often larger and more cumbersome than most retailer's handle. The temporary use of outdoor areas of the

premises for such purposes during hours of operation shall not be a violation of this ordinance; and

(4) Such businesses necessarily utilize packaging that is to be destroyed or reused. Such packaging materials shall be stored in areas on the premises to which access shall be restricted by means of a physical barrier such as an opaque fence or similar to a dumpster enclosure and shall comply with Chapter 4, Section I.B. of this ordinance.

b. The outdoor display of merchandise, except as provided for above, is permitted provided such merchandise is displayed in a permanent, covered porch. Such covered porch shall be attached to the principal building and shall meet all setback requirements of the principal building.

4. Financial and real estate services.

5. Professional, personal, and business services.

6. Restaurants, tea rooms, cafes, coffee houses, or other similar establishments serving food or beverage that is primarily consumed within the principal building or in designated outdoor seating areas associated with the principal building.

Coffee houses with drive-through service lanes that serve as the principal means for service. The principal location for consumption is offsite.

7. Automotive services, provided such services are for automobiles and light trucks only. Such services may include fuel sales and repairs. Facilities designed to accommodate the refueling and/or servicing of trucks with more than three axles or more than ten wheels are prohibited.

8. Retail rental and leasing of automobiles provided the following development criteria are met:

a. Such business is located in a freestanding building; and

b. If the premises are fenced, such fencing shall be decorative, shall not exceed three feet in height, and shall be of such design so as not to prevent the ability to see through the fence.

9. Public, governmental, and general offices.

10. Medical, dental, and veterinary facilities.

11. Medical spas.

12. Commercial kennels, provided the following development criteria are met:

a. Any outdoor structures (e.g., fences) associated with the kennel shall not be visible from public streets;

b. Boarding of animals shall be confined to the interior of a structure designated for this purpose;

c. Outdoor fences are permitted solely to provide an area for exercise and waste elimination and shall be used only with on-site supervision. Outdoor fences shall adhere to the following specifications:

1. Opaque with no openings as viewed from the outside of the fence and a minimum of six feet in height;

2. Properly maintained and constructed of durable, low maintenance materials that are earth tone, black, or white in color and contain no signage. No chain link fencing shall be permitted;

3. Set back at least ~~50~~ 25 feet from an adjacent property that is not zoned residential or agriculture and the area abutting the kennel property is not shown as a residential land use on the Future Land Use Map. Such measurement shall be a straight line distance from the

nearest portion of the fence to the nearest portion of the property that is not zoned residential or agriculture or to the nearest portion of an area on an adjacent property that is not shown as a residential land use on the Future Land Use Map;

4. Set back at least 250 feet from an adjacent property that is zoned residential or agriculture or the area abutting the kennel property is shown as a residential land on the Future Land Use Map. Such measurement shall be a straight line distance from the nearest portion of the fence to the nearest portion of the property that is zoned residential or agriculture or to the nearest portion of an area on an adjacent property that is shown as a residential land use on the Future Land Use Map;

5. Shall be reviewed as part of a site plan process through the planning commission and shall not interfere parking spaces, access ways, and/or pedestrian access;

d. The square footage of fenced areas shall not exceed one-fourth of the gross square footage of the interior space associated with the commercial kennel;

e. Fenced areas shall be properly maintained in a clean and sanitary condition so as to be free from offensive odors or other nuisances and shall not adversely affect public health;

f. Fenced areas with a non-vegetated surface shall be designed and constructed to drain to the sanitary sewer. An alternative would be for the wash water to drain to an infiltration area (rain garden, bioswale, pervious concrete, etc.) adjacent to the impervious area to promote infiltration, reduce runoff, and provide treatment of the wash water before it reaches a stream or other waterway. Fenced areas, regardless of their size, that are associated with a commercial kennel shall be covered by the Town's Special Pollution Abatement Permit to ensure proper stormwater practices are maintained on the site;

g. The indoor space devoted to the kennel shall be sound proofed to prevent the noise of barking dogs from exceeding 80 decibels (dB) inside and yielding no more than 30 dB outside the facility. A certification from a registered engineer qualified to make such an assessment shall be provided to verify compliance with these decibel requirements; and

h. Such facility shall be subject to an unannounced annual inspection to assess compliance with the provisions of this ordinance.

13. Mortuary establishments.

14. Commercial greenhouses, nurseries, and other similar uses as determined by the Board of Zoning Appeals provided the following development criteria are met:

a. There shall be a minimum lot size of two acres;

b. Merchandise and/or any other material are displayed or stored in a permanent area designed for such use;

c. Merchandise and/or any other materials are not displayed or stored on any sidewalks, walkways, parking spaces, or other vehicle ways;

d. The outdoor storage and/or sale of mulch and other landscaping related materials is permitted as accessory to commercial greenhouses and nurseries, but not permitted as stand-alone businesses.

e. Required yard setbacks for buildings are met for the storage/display area and for all temporary structures;

f. Access to the display/storage area shall be restricted by means of a physical barrier such as a fence, a berm, landscaping, or other similar means;

g. Outdoor areas used for the growing of products must be set back a minimum of 30 feet in the front yard and 25 feet in the side and rear yards. Setbacks shall be measured from the nearest point of any property line;

h. A minimum of a 25-foot buffer strip along rear and side property lines shall be developed and maintained per the buffer strip requirements of this ordinance;

i. Security fencing located in the front yard shall be screened with a minimum of one large evergreen shrub per five linear feet of fence. Such large shrubs shall be on the visual resources review board's recommended large shrubs list and shall be a minimum of three feet in height at the time of planting; and

j. A maximum of one wall sign shall be permitted. Such wall sign shall meet all other sign requirements of the district.

15. Day care facilities as regulated in Chapter 4.

16. Nursing homes as regulated in Chapter 4.

17. Brewpub, provided the following development criteria are met:

    1. All manufacturing, processing, packaging, and distribution equipment shall be maintained within completely enclosed structures. All related storage shall also be contained completely within enclosed structures.

    2. Loading areas in a newly constructed facility shall be screened with opaque materials and shall not be visible from adjacent rights-of-way or residential districts. Such screening shall be architecturally compatible with the building.

    3. For adaptive reuse of existing buildings, newly constructed loading areas should be located to minimize impacts on surrounding rights-of-way and residential areas and screened to the extent feasible. Existing loading areas should be screened to the extent feasible from view from rights-of-way or any adjacent residential district.

    4. The use is conditioned upon obtaining necessary permits from the Town of Farragut Beer Board.

18. Churches and other places of worship.

19. Schools, public and private, provided the following development criteria are met:

    a. Access shall be directly to a street having a designated classification of local collector or greater, or a local street which is not interior to a subdivision. The street on which the school accesses must meet the minimum design standards established in the Farragut Subdivision Regulations;

    b. There shall be a minimum lot size of three acres; and

    c. The lot on which the school is located is a free-standing parcel.

20. Theaters, indoor only.

21. Cultural activities.

22. Parks, playgrounds, play fields, neighborhood buildings, and community buildings.

23. Indoor recreational facilities.

24. Outdoor recreational facilities such as miniature golf courses, golf courses, driving ranges, batting cages, tennis courts, swimming pools, skating/skateboard facilities, paintball facilities, and other similar non-motorized recreational facilities as determined by the Board of Zoning Appeals. Seasonal inflatable playground structures shall not be considered a similar non-motorized recreational facility. The following development criteria shall be met:

a. A minimum of a 40-foot front yard setback is maintained for any recreational facility that does not require the construction of a structure;

b. A minimum of a ten-foot rear and side yard setback is maintained for any recreational facility that does not require the construction of a structure; and

c. All structures developed as an integral part of a recreational facility/use are set back a minimum of 40 feet in the front yard and ten feet in the side and rear yards. Setbacks shall be measured from the nearest point of any property line.

25. Utility uses.

C. *Area regulations.* The purpose of these setback regulations is to create a flexible building envelope that will enable the creative possibilities for development of a parcel to be maximized and to allow consideration of the natural features of a parcel as it is being developed. Please refer to Illustrations 6, 7 and 8 (see Chapter 1). These illustrations depict the intent of the following regulations. Setbacks shall be measured from the nearest point of any property line and all structures shall comply with the following setback requirements:

1. *Front Yards.*

a. Where a parking lot is situated in the front yard between a building and an abutting street, all buildings shall be set back from the nearest point of any right-of-way a minimum of 80 feet;

b. Where only a driveway aisle is situated in the front yard between a building and an abutting street, all buildings shall be set back from the nearest point of any right-of-way a minimum of 60 feet; or

c. Where neither a parking lot nor a driveway aisle is situated in the front yard between a building and an abutting street, all buildings shall be set back from the nearest point of any right-of-way a minimum of 20 feet.

d. All accessory structures, excluding signage (which would be subject to the provisions in the sign ordinance), detention basin structures (if associated with a low impact development measure), and/or non-roofed structures that provide for pedestrian engagement with the public street (such as outdoor patios, pedestrian facilities, sitting areas, public art), shall be set back from the nearest point of any right-of-way a minimum of 20 feet, except as provided for elsewhere in this ordinance or the [Farragut] Municipal Code.

With the exception of linear pedestrian facilities that connect to similar facilities in the right-of-way, no structures shall encroach into the public right of way and/or platted utility easements. Detention basin structures that are not associated with a low impact development measure shall be set back from the nearest point of any right-of-way a minimum of ten feet. Electrical substations, utility offices, or any other utility building shall meet the front yard building setback requirements.

Service areas and their associated structures (e.g., dumpsters, loading areas, utility building) shall be located to the side or rear of a building so as to minimize visual impacts from the street and foster a more pedestrian friendly streetscape.

2. *Side yards.* All buildings shall be set back a combined total of at least 60 feet on the two sides, but not less than 20 feet on any one side.

3. *Side and rear yards.* All accessory structures shall be set back a minimum of ten feet, except as provided for elsewhere in this ordinance or the [Farragut] Municipal Code.

4. *Rear yards.* All buildings shall be set back a minimum of 30 feet.

5. *Buffer strips.*

a. There shall be a buffer strip a minimum of 35 feet in width on all front property lines when the street adjacent to that front property line is classified as a collector or local street on the Major Road Plan and the property on the opposite side of the street is zoned residential or agricultural;

b. There shall be a buffer strip a minimum of 35 feet in width on all side and rear property lines when the abutting property is zoned residential or agricultural unless such property is shown as a non-residential land use on the adopted Future Land Use Map. In this case, the Planning Commission may consider a modification to the buffer strip based on the surrounding built environment and context. This may include whether the property is adjacent to a major arterial street or surrounded by non-residential development;

c. Existing, mature vegetation shall be preserved and incorporated into the buffer strip; and

d. Detention basins, measured from top-of-slope to top-of-slope, and associated structures shall not be located within any buffer strips.

6. *Maximum lot coverage.* Total lot coverage: 70 percent.

7. *Land area.* Minimum lot size of one acre.

D. *Height regulations.* No structure shall exceed 2½ stories, or 35 feet in height, except as provided for elsewhere in this ordinance.

E. *Parking.* As regulated in Chapter 4.

In order to minimize the visual impact of surface parking, where parking is situated between a building and a street or is parallel with a building along a street, a berm shall be constructed or landscaping shall be planted so as to limit the viewability of the parking lot from the street. A minimum of 60 percent of the total parking lot length adjacent to the front property line shall be screened from view with a berm or landscaping.

F. *Mixed Use Town Center.*

1. *General Description and Purpose.*

In the Town's adopted Comprehensive Land Use Plan (CLUP), Strategy 1 describes the community's desire to Bring About a Downtown. Also included in the CLUP are land use descriptions related to the intent, uses, and character of what is described as a Mixed Use Town Center (MUTC). The CLUP also includes a future land use map which identifies locations for a MUTC.

The purpose of this section is to ensure that properties zoned C-1 that are within (i.e., at least half of the existing parcel) the area shown as Mixed Use Town Center are developed and redeveloped in a manner that is consistent with the CLUP.

Where a property is zoned C-1 and is shown to be within the area identified as MUTC on the Future Land Use Map, the following provisions shall apply.

2. *Permitted Principal and Accessory Uses and Structures.* (If a use is not listed below it shall not be permitted unless it is approved by the Board of Zoning Appeals as a Special Exception and the proposed use is consistent with the CLUP as it relates to the MUTC.)

a. Generally recognized retail sales. This excludes all outdoor sales or storage (unless part of an approved Farmers Market or similar seasonal pedestrian oriented use) and any "big box" entities where the total gross square footage exceeds 25,000 square feet.

b. Restaurants, tea rooms, cafes, coffee houses, bistros, or other similar establishments serving food or beverage that is primarily consumed within the principal building or in designated outdoor seating areas associated with the principal building. A drive-through lane may be permitted provided the following criteria are satisfied:

1. The property is a minimum of two acres and is a lot of record that has existing frontage on a street classified as a major arterial on the Major Road Plan;
2. The drive-through is limited to one lane;
3. The drive-through is located to the rear of the building or behind the building so that it is not visible from any abutting public rights-of-way;
4. The drive-through is limited to one menu board which shall be permitted provided all of the following criteria are satisfied:
    a) The menu board and any associated apparatus shall be architecturally compatible with the principal building;
    b) The menu board and any associated apparatus shall be screened with opaque materials (which may include evergreen plant material) so that, throughout the year, they are not visible from adjacent properties and/or rights-of-way;
    c) The screening plan for such menu board and associated apparatus shall be reviewed as part of the site and landscape plan review with the applicable standards in the Architectural Design Standards (ADS) also being applied; and
    d) The menu board shall not exceed 36 square feet in size and 6 feet in overall height.
5. The entrance and exit to the drive-through leads to a parking area or service drive. The drive-through lane shall not be directly connected to a public street; and
6. The design shall minimize vehicle/pedestrian conflicts. The drive-through lane shall not separate parking lots from rear building pedestrian access doors or other pedestrian access ways.
7. The planning commission may approve alternative drive-thru lane configurations and minor modifications to the requirements of parts 1 - 6 above where an existing permitted establishment is being remodeled/redeveloped without a change of use. This includes but is not limited to the addition of split ordering lanes; the use of more than one menu board provided, however, that the aggregate square footage (sign area) of all such boards per lane shall be restricted to 30 square-feet with no single board to exceed 20 square-feet; and a relaxation of the menu board screening requirement. In granting such approvals, the planning commission shall consider and ensure that they are based on the following:
    a) The physical nature of the preexisting site;
    b) The extent of the redevelopment project;
    c) A finding that the proposed alternative design and/or modifications serve a related public purpose, such as improved traffic flow; and
    d) That the alternative design/modification is consistent with the general intent of these standards and represents the minimum modification necessary given the nature of the site and project.

c. Financial and real estate services. This excludes drive-through service lanes and windows.

d. Professional, personal, and business services.

e. Public, governmental, and general offices.

f. Medical, dental, and veterinary facilities (indoors only).

g. Medical spas.

h. Adult education and training facilities, indoors only.

i. Cultural activities.

j. Theaters.

k. Indoor recreational facilities.

l. Parks and community facilities.

m. Residential, provided it is located in the upper floors of a building that has been designed and constructed for a mix of uses, or on any floors if it is part of an approved horizontally configured mixed-use town center development plan that is within the Planned Commercial Development (PCD) Zoning District.

n. Bed and breakfasts/inns.

o. Hotels, provided the gross square footage does not exceed 25,000 square feet.

p. Churches and other places of worship, provided they are not located in freestanding buildings.

q. Day care facilities, provided they are not located in freestanding buildings.

r. Schools, public and private, provided they are not located in freestanding buildings.

s. Utility uses. This excludes substations and telecommunication towers. These utility uses shall not be permitted.

t. Other uses similar to any of the above, as approved by the Board of Zoning Appeals as a Special Exception. Any use approved as a Special Exception in this section shall be compatible with the CLUP as it relates to the Mixed-Use Town Center.

3. *Building Facade Requirements.*

New construction shall comply with the Town of Farragut Architectural Design Standards, as amended and, in addition, the requirements provided for in Chapter 107, Article 2. - Town Center Design Requirements, Sections 107-26 and 107-27, as amended.

Where re-development involves improvements (interior and/or exterior) to an existing building(s) which exceed 50 percent of the current value (as determined by a certified appraisal) of such building(s), the building(s) facade(s) shall be modified to use high-quality, durable, materials that are architecturally compatible and include a significant masonry element. Such building facades shall not use fabricated metal panels or vinyl siding and shall include only very limited use of synthetic stucco (EIFS) or panelized brick.

4. *Low Impact Development Requirements.* Any new development or redevelopment where at least half of the existing site improvements are being modified (e.g., half of the existing parking lot is being altered from its current configuration), shall incorporate a minimum of one of the following Low Impact Development (LID) practices into the design:

a. Twenty-five percent of the parking lot being constructed with permeable pavers;

b. Stormwater runoff draining to rain gardens;

c. A building(s) being constructed with a vegetated roof, commonly referred to as a green roof;

d. Stormwater draining to bioswales/bioretention facilities; or

e. Rainwater being harvested for irrigation or gray water uses.

5. *Area Regulations.*

   a. Front yards.

      1. All principal buildings shall be set back a minimum of ten feet from all property lines and access easements.

      2. Unless otherwise provided, all accessory structures, such as parking garages, dumpsters, HVAC units and generators, shall be set back a minimum of 20 feet from all property lines and access easements. This excludes signage, detention basin structures (if associated with a low impact development measure), or structures typically associated with a store front or furnishing zone as described in the TCD Zoning District.

         Where abutting an arterial street, no portion of a parking lot shall be closer to such street than the principal building(s). The minimum setback for a parking lot shall be 20 feet from all property lines and access easements. On street parking shall be exempt from setback requirements.

   b. Side and rear yards.

      1. All principal buildings shall be set back a minimum of zero feet if part of a larger plan to join a building on an adjoining property. Where a building is planned to be joined with another building to form a series of buildings the design requirements provided for in Title 14, Chapter 3 [see now chapter 107, article 2] of the Farragut Municipal Code shall apply.

         Where the adjacent property is zoned residential or agricultural, principal buildings shall be set back from the nearest point of any side or rear property line a minimum of 35 feet.

      2. All accessory structures shall be set back a minimum of ten feet, unless a greater setback is otherwise required in this ordinance or the [Farragut] Municipal Code.

6. *Buffer Strips.*

   a. There shall be a buffer strip a minimum of 35 feet in width on all side and rear property lines when the abutting property is zoned residential or agricultural.

7. *Maximum Lot Coverage.* Total lot coverage: 80 percent.

8. *Land Area*. Minimum lot size of one acre.

9. *Height Regulations.*

   a. Unless provided for otherwise, buildings shall be a minimum of two stories in height or have the appearance, as viewed from all building elevations, of a building that is at least two stories in height. The minimum height requirement shall apply only to new buildings.

   Where a building's height is proposed to be more than two stories, a concept plan shall first be provided to visually demonstrate where the building(s) is (are) envisioned, the uses proposed in the building(s), and a clear indication of what the building(s) will look like and how it (they) will be situated within the development. The concept plan shall first be approved before a site plan is submitted. In their review of the concept plan, the Planning Commission will consider the surrounding plan of development, the relationship of the proposed building(s) to its (their) context, and the community objectives achieved with the additional height and the uses proposed therein. In no case shall a building exceed four stories in height.

   b. For existing lots of record that are not part of a larger development and that are less than three acres, the planning commission may consider allowing a building height that is less than two stories. This shall only be permitted if the proposed building is in compliance with all other

building facade requirements that apply to the Mixed-Use Town Center and the applicable provisions of the Architectural Design Standards. An applicant shall also clearly demonstrate that the building(s) will advance and be consistent with the building design objectives of the Town Center District.

c. Whenever the adjacent property is zoned residential (other than multi-family), or agricultural, no buildings to be constructed within 100 feet of a periphery property line shall exceed the maximum height permitted for principal dwelling units in the adjacent zoning district(s).

d. Parking garages shall not exceed three stories or 45 feet in height. Parking garages may not access streets classified as arterial. Other accessory structures shall not exceed 25 feet in height.

10. *Parking spaces required*.

    a. Number of parking spaces required. Unless the building is mixed use, the number of parking spaces required shall be as regulated by Chapter 4, Section XX of the Zoning Ordinance.

        Mixed use buildings shall be governed by the following parking space provisions:

        1. One parking space per 250 square feet of gross floor area for the first [ground] floor;

        2. One parking space per 500 square feet of gross floor area for the second floor; and

        3. One parking space per 750 square feet of gross floor area for the third and fourth floors.

    b. Required bicycle parking. One bicycle space per 5,000 square feet of gross floor area. Bicycle racks shall be provided in desirable locations and shall be conveniently located at each building. The rack placement should not impede pedestrian movement and should not cause conflicts between bicycles and pedestrians.

    c. Shared parking. Shared parking within the area identified as MUTC shall be encouraged. The parking and access easements must be identified as part of the site plan review and a plat prepared and recorded which memorializes such easements prior to the issuance of a building permit.

11. *Streetscape and Outdoor Open Space.* An active and interconnected streetscape with visually appealing and functional public spaces shall be provided and specifically addressed in the site plan submittal. Some specific design objectives are as follows:

    a. Provide for pedestrian and bicycle connections between properties and connections to existing pedestrian and bicycle facilities. Provide for a development that creates a pleasant and functional pedestrian experience.

    b. Encourage vehicular connections between adjoining properties.

    c. Locate and orient outdoor open space (e.g., plazas, courtyards, patios, outdoor seating and benches, small park spaces or landscaped features) to provide a focal point to be actively used.

    d. Provide landscape enhancements (e.g., bioswales, rain gardens, planters, flower gardens) to add visual interest, screen parking areas, and complement outdoor open spaces.

12. *Outdoor Site Lighting.* As regulated in Chapter 4, Section XIII of the Zoning Ordinance with the following additional provisions in the MUTC:

a. New exterior lighting associated with new development or re-development within the MUTC shall have a consistency.

b. Street lighting shall follow the requirements in Chapter 3, Section XXVII.K.2. of the Zoning Ordinance.

c. Parking lot lights shall have decorative posts and brackets and a decorative fixture, such as a bell shaped style fixture. The bulbs shall be contained within the fixture so that they are not visible.

d. Building mounted lights shall be decorative, such as the acorn, lantern, or bell shaped styles. The bulbs shall be contained within the fixture so that they are not visible.

e. Bollard lighting shall be permitted provided the bulbs are contained within the fixture so that they are not visible.

13. *Signage*. As regulated in the Farragut Sign Ordinance, with the following additional provisions which shall specifically govern all wall signage:

a. Box or cabinet style signs on new buildings shall not be permitted;

b. Lighting for all new wall signs shall be consistent and shall be limited to external or back lit illumination; and

c. Signage shall be consistent with the applicable provisions of the Town's Architectural Design Standards.

F-1. *Streetscape and outdoor open space.* As part of a site plan review, a context appropriate (i.e., appropriate in relation to the proposed development and its physical surroundings) and interconnected streetscape with visually appealing and functional public spaces is encouraged. Some specific design objectives would be as follows:

1. Locate and orient outdoor open space (e.g., plazas, courtyards, patios, outdoor seating and benches, small park spaces or landscaped features) to provide a focal point to be actively used.

2. Provide landscape enhancements (e.g., bioswales, rain gardens, planters, flower gardens) to add visual interest, screen parking areas, and complement outdoor open spaces.

G. *Connectivity.* Development shall provide for context appropriate (i.e., appropriate in relation to the proposed development and its physical surroundings) pedestrian and vehicular connectivity. This shall include providing connections within the property and to abutting properties, pedestrian connections into the development from the public street(s), and the construction of pedestrian facilities along the public street(s) frontages.

H. *Low Impact Development.* Development shall incorporate a minimum of one of the following Low Impact Development (LID) practices into the design:

1. Twenty-five percent of the parking lot being constructed with permeable pavers;

2. Stormwater runoff draining to rain gardens;

3. A building(s) being constructed with a vegetated roof, commonly referred to as a green roof;

4. Stormwater draining to bios wales/bioretention facilities; or

5. Rainwater being harvested for irrigation or gray water uses.

(Ord. No. 86-16, 4-1986; Ord. of 2-2006; Ord. No. 07-09, § 1, 5-10-2007; Ord. No. 07-20, §§ 1—4, 5-24-2007; Ord. No. 07-39, § 1, 1-10-2008; Ord. No. 08-01, § 1, 2-28-2008; Ord. No. 08-18, § 1, 1-8-2009; Ord. No. 11-21, § 2, 11-15-2011; Ord. No. 12-02, §§ 1, 2, 2-23-2012; Ord. No. 12-13, §§ 1, 2, 9-27-2012; Ord. No. 14-21, § 2, 1-22-2015; Ord. No. 15-02, §§ 1, 2, 3-26-2015; Ord. No. 16-13, §§ 1, 2, 7-28-2016; Ord. No. 16-17, § 1, 7-28-2016; Ord. No. 16-

19, § 1, 7-28-2016; Ord. No. 16-25, § 1, 12-22-2016; Ord. No. 17-11, § 1, 8-10-2017; Ord. No. 19-19, § 3, 6-17-2019; Ord. No. 19-23, § 1, 8-22-2019; Ord. No. 20-16, §§ 2, 3, 9-10-2020; Ord. No. 20-25, § 1, 1-14-2021; Ord. No. 21-03 § 1, 1-28-2021; Ord. No. 22-03, § 1, 3-24-2022; Ord. No. 23-16, § 1, 12-14-2023)

Editor's note(s)—Ord. No. 16-13, § 2 added subsections F—H to ch. 3, § XII. As a subsection F already existed, the added subsection F has been editorially designated as subsection F-1.

AGENDA NUMBER V.A.1.b. **MEETING DATE March 27, 2025**

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Mark Shipley, Community Development Director

SUBJECT: Request for approval of Ordinance 25-03 on second reading. An ordinance to amend the Farragut Municipal Code, Appendix A., Zoning, Chapter 3., Section XXVI., Planned Commercial Development District (PCD), Subsection C. Minimum Standards., 1. Land Uses., to add a new section f. to provide for a drive-through under certain conditions

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INTRODUCTION: During discussion with the Planning Commission it was noted that this item involves a request to amend the requirement in the PCD Zoning District for uses that are automobile oriented, such as fuel centers, drive-throughs, automobile services, retail rental and leasing of automobiles, etc., that are currently required to be arranged so that they are situated internal to the development.

This amendment would not apply to the Mixed-Use Town Center PCD areas since those would fall under the Mixed-Use Town Center section of the General Commercial (C-1) Zoning District.

DISCUSSION: The applicant initially provided draft language for consideration. That language was mostly incorporated into Ordinance 25-03. The language in Ordinance 25-03 would add a section that would provide for a drive-through option for an automobile-oriented use that has frontage on a street classified as a major arterial on the Major Road Plan. In addition, the language in Ordinance 25-03 includes several criteria for when a permissible drive-through is proposed. This language was taken from the Mixed-Use Town Center section of the C-1 Zoning District for those properties and specific uses that may be permitted drive-throughs.

RECOMMENDATION: At their meeting on February 20, 2025, the Planning Commission unanimously recommended approval of Ordinance 25-03. A copy of Ordinance 25-03 is included in the packet. Also included is the existing language with the proposed changes highlighted. At the March 13, 2025 Board of Mayor and Aldermen meeting Ordinance 25-03 was unanimously approved on first reading. There have been no changes to Ordinance 25-03 since the first reading and the Community Development Director, Mark Shipley, recommends approval of Ordinance 25-03 on second reading.

PROPOSED MOTION: To approve Ordinance 25-03 on second reading.

BOARD ACTION:

MOTION BY:_____ SECONDED BY:_____

VOTE/TOTAL	WILLIAMS	MEYER	WHITE	CAIN	BURNETTE
YES	_____	_____	_____	_____	_____
NO	_____	_____	_____	_____	_____
ABSTAIN	_____	_____	_____	_____	

ORDINANCE: **25-03**
PREPARED BY: **Shipley**
REQUESTED BY: **Kingston Pike Properties 2., LLC**
CERTIFIED BY FMPC: **February 20, 2025**
PUBLIC HEARING: _____
PUBLISHED IN: _____
DATE: _____
1ST READING: _____
2ND READING: _____
PUBLISHED IN: _____
DATE: _____

AN ORDINANCE TO AMEND THE TEXT OF THE FARRAGUT ZONING ORDINANCE, ORDINANCE 86-16, AS AMENDED, PURSUANT TO AUTHORITY GRANTED BY SECTION 13-4-201, TENNESSEE CODE ANNOTATED, BY AMENDING THE FARRAGUT MUNICIPAL CODE, APPENDIX A., ZONING, CHAPTER 3., SECTION XXVI, PLANNED COMMERCIAL DEVELOPMENT DISTRICT (PCD), SUBSECTION C. MINIMUM STANDARDS., 1. LAND USES., TO INCLUDE A NEW SECTION F., TO PROVIDE FOR A DRIVE THROUGH UNDER CERTAIN CONDITIONS

WHEREAS, the Board of Mayor and Aldermen of the Town of Farragut, Tennessee, wishes to amend the Farragut Municipal Code, Appendix A. – Zoning, Chapter 3., Section XXVI., Planned Commercial Development District (PCD), Subsection C. Minimum Standards., 1. Land Uses., to add a new section f. to provide for a drive-through under certain conditions.

NOW, THEREFORE, BE IT ORDAINED by the Board of Mayor and Aldermen of the Town of Farragut, Tennessee, that the Farragut Municipal Code, Appendix A. – Zoning, Chapter 3., Section XXVI., Planned Commercial Development District (PCD), Subsection C. Minimum Standards., 1. Land Uses., is hereby amended as follows:

SECTION 1.

f. Notwithstanding Section C. 1. b. above, if the proposed automobile-oriented use has frontage on a street classified as a major arterial on the Major Road Plan, then a drive-through may be permitted for any of the uses permitted in this zoning district provided the following criteria are satisfied:

1) The drive-through is oriented so that stacking lanes do not extend across the front of the building;
2) If a menu board is used, the following criteria shall be satisfied:
   (i) The menu board and any associated apparatus shall be architecturally compatible with the principal building;

(ii) The area around the menu board and any associated apparatus shall be landscaped and screened so that, throughout the year, they are not visible from adjacent properties that are zoned residential and/or public rights-of-way;

(iii) The screening plan for such menu board and associated apparatus shall be reviewed as part of the site and landscape plan review with the applicable standards in the Architectural Design Standards (ADS) also being applied; and

(iv) Menu board signage shall comply with the requirements in the Farragut Sign Ordinance.

3) The entrance and exit to the drive-through leads to a parking area or service drive. The drive-through lane shall not be directly connected to a public street; and

4) The design shall minimize vehicle/pedestrian conflicts. The drive-through lane shall not separate parking lots from rear building pedestrian access doors or other pedestrian access ways. Pedestrian routes shall be well delineated and provide direct access from public streets and sidewalks and parking lots to building entrances.

SECTION 2.

This ordinance shall take effect from and after its final passage and publication, the public welfare requiring it.

_____
Ron Williams, Mayor

_____
Allison Myers, Town Recorder

Certified to the Farragut Board of Mayor and Aldermen this _____ day of _____, 2025, with approval recommended.

_____
Scott Russ, Chairman

_____
Shannon Preston, Secretary

Sec. XXVI. Planned commercial development district (PCD).

A. *General description.* The planned commercial development district (PCD) is established to encourage creative and resourceful projects for interrelated commercial, office and residential uses unified by a Development Plan. The PCD district is intended to provide for variety and flexibility in design necessary to implement integrated planned development projects. It is intended that the PCD district be established along streets having a designated classification of arterial on the Farragut Major Road Plan or a street which directly accesses a street having a designated classification of arterial on the Farragut Major Road Plan.

B. *Objectives.* The Planned Commercial Development District (PCD) shall have the following characteristics:

1. *Open space.* Encourage ingenuity, creativity, and resourcefulness in land planning techniques by developing functional common open spaces. Locate and orient outdoor open spaces (e.g. plazas, courtyards, patios, outdoor seating and benches, small park spaces or landscaped features) to provide focal points to be actively used. Provide landscape enhancements (e.g., bioswales, rain gardens, planters, flower gardens) to add visual interest, screen parking areas, and complement outdoor open spaces.

2. *Sense of place.* Allow the design of commercial, office and residential developments that are architecturally and environmentally innovative and that achieve more efficient use of land than is possible through the application of conventional zoning and subdivision standards.

3. *Protection of natural resources.* Ensure the conservation of the natural environment including trees, floodplains, sinkholes, wetlands, springs, streams, wet weather conveyances, endangered species habitat, steep slopes, rock formations, other unique topographic features, and historic features per federal, state, and the Town of Farragut's laws and/or ordinances. Protect geological resources such as groundwater, soils, and drainage areas.

4. *Efficient and innovative land use practices.* Encourage efficient and innovative use of land, street networks, utility locations, and parking. In terms of stormwater management for new developments, at least twenty-five (25) percent of the development's total area shall be designed so that its runoff will be accommodated through Low Impact Development (LID) measures which would rely on infiltration, evapotranspiration, or capture/reuse of stormwater runoff. Such measures may include, but are not limited to, permeable pavers, rain gardens, bioswales, vegetated roofs, rainwater capture systems and/or a combination thereof. The use of LID measures to meet this requirement shall be demonstrated on the drainage plan and in the drainage calculations for the development and the applicable LID measures specified as part of the site and landscape plan submittals.

5. *Connectivity.* Provide for context appropriate (i.e., appropriate in relation to the proposed development and its physical surroundings) pedestrian and vehicular connectivity. This shall include providing connections within the property and to abutting properties pedestrian connections into the development from the public street(s), and the construction of pedestrian facilities along the public street(s) frontages.

6. *Compatibility and consistency.* Maintain compatibility with nearby development and consistency with the Farragut Comprehensive Land Use Plan Update, Pedestrian and Bicycle Plan, and all other adopted plans and ordinances of the Town of Farragut and any subsequent amendments.

C. *Minimum standards.*

1. *Land uses.*

a. Unless otherwise prohibited through the approved Development Plan, any use permitted within the general commercial and office districts may be allowed within the PCD district. Residential and mixed use may also be permitted as part of the Development Plan. Where a property is

zoned PCD and is shown to be within the area identified as Mixed-Use Town Center (MUTC) on the Future Land Use Map, the use may be permitted and comply as established in Chapter 3, Section XII.F.;

b. Uses within a PCD that are automobile oriented, such as fuel centers, drive-throughs, automobile services, retail rental and leasing of automobiles, etc., shall be arranged so that they are situated internal to the development;

c. The total land area of the PCD shall be designed as a planned development and, for the purposes of building and parking lot setbacks and landscaping requirements, shall be treated as a single parcel/lot;

d. The development shall be designed in a manner that ensures compatibility with adjacent land uses; ~~and~~

e. Traffic circulation shall not route traffic through adjacent residential areas; and

f. Notwithstanding Section C. 1. b. above, if the proposed automobile-oriented use has frontage on a street classified as a major arterial on the Major Road Plan, then a drive-through may be permitted for any of the uses permitted in this zoning district provided the following criteria are satisfied:

1) The drive-through is oriented so that stacking lanes do not extend across the front of the building;
2) If a menu board is used, the following criteria shall be satisfied:
   (i) The menu board and any associated apparatus shall be architecturally compatible with the principal building;
   (ii) The area around the menu board and any associated apparatus shall be landscaped and screened so that, throughout the year, they are not visible from adjacent properties that are zoned residential and/or public rights-of-way;
   (iii) The screening plan for such menu board and associated apparatus shall be reviewed as part of the site and landscape plan review with the applicable standards in the Architectural Design Standards (ADS) also being applied; and
   (iv) Menu board signage shall comply with the requirements in the Farragut Sign Ordinance.
3) The entrance and exit to the drive-through leads to a parking area or service drive. The drive-through lane shall not be directly connected to a public street; and
4) The design shall minimize vehicle/pedestrian conflicts. The drive-through lane shall not separate parking lots from rear building pedestrian access doors or other pedestrian access ways. Pedestrian routes shall be well delineated and provide direct access from public streets and sidewalks and parking lots to building entrances.

2. *General conditions.* By acceptance of approval of the PCD zoning, the applicant agrees to the conditions set forth in this section as part of such approval. As part of the approval of the PCD district, the town may require the following:

   a. Rearrangement of structures, open space, driveways, and parking areas;

   b. Modification of density, setbacks, and buffering; and

   c. Limitation of specific commercial uses.

3. *Area regulations.*

   a. *Front yard.*

1) Unless provided for elsewhere in this ordinance or the [Farragut] Municipal Code, all structures shall be set back from the nearest point of any right-of-way a minimum of 20 feet;

2) If the street is classified as a local street on the Major Road Plan and is constructed as part of the approved Development Plan, all buildings shall be set back from the nearest point of any right-of-way a minimum of ten feet;

3) Driveway aisles, access ways, parking lots, and other vehicular ways shall be set back a minimum of 20 feet from all public rights-of-way and a perimeter parkway shall be maintained;

4) In order to minimize the visual impact of surface parking, where parking is situated between a building and a street or is parallel with a building along a street, a berm shall be constructed or landscaping shall be planted so as to limit the viewability of the parking lot from the street. A minimum of 60 percent of the total parking lot length adjacent to the front property line shall be screened from view with a berm or landscaping.

b. *Peripheral side and rear property lines.* All buildings shall be set back a minimum of 35 feet from all peripheral side and rear property lines, except as provided for elsewhere in this ordinance or the [Farragut] Municipal Code. Any required buffer strip shall be included in the required peripheral structure setback.

c. *Transition areas.* Unless specified otherwise in this ordinance, where an abutting property is zoned residential and/or agriculture, a transition area of at least 50 feet in width shall be provided. The intent of a transition area is to provide for a visually appealing interface to an abutting residential area that will serve to establish protection for but also context appropriate integration with the surrounding plan of development. Transition areas shall accommodate the connectivity requirements of this district. This will result in some modest breaks in the transition element. As provided for in this district, transition areas shall include, at a minimum, any one of the following or a combination thereof:

1) An existing tree covered area that consumes largely the full depth of the transition area and where the existing tree count within such area clearly exceeds the plant unit count and minimum tree sizes for a 35-foot buffer strip per 100 linear feet;

2) A landscaped low impact development stormwater management area, such as a rain garden(s), bioswale(s), or naturalized areas with existing and/or new tree plantings that, in total, consume the full depth of the transition area. At a minimum, such an area shall include a plant unit count that equals the count required for a 35-foot buffer strip, as provided for in Chapter 4 of this ordinance. Under this option, the arrangement of plant material may include more flexibility than an traditional buffer strip planting, provided this arrangement best promotes the intended stormwater function of the low impact development measure(s);

3) A heavily landscaped pocket park area designed for passive use and that is approved as part of a site and landscape plan as an equivalent to other natural transition measures provided for in this subsection. Such area could serve as a shared amenity between a use in this district and an abutting residential neighborhood;

4) A traditional planted buffer strip area that complies with the 35-foot buffer strip plantings provided for in Chapter 4 of this ordinance;

Where a development combines different transition elements, these shall be considered as part of the concept plan and then reflected on the site and landscape plans. Such an approach must clearly fulfill the intent of the transition area provision. Existing tree covered areas within

transitions shall be protected. Exceptions would apply for the removal of invasive exotic plant material and context appropriate (i.e. appropriate in relation to the proposed development and its physical surroundings) pedestrian and/or vehicular connections and utilities adjacent to such improvements that bisect the transition area in a generally perpendicular manner. Transition areas shall not be required for developments that abut properties that are not zoned residential and/or agriculture.

d. *Maximum lot coverage.* Total lot coverage for the entire development: 70 percent.

e. *Land area.* Minimum development size of five acres.

f. *Minimum common open space.* A minimum of ten percent of the gross land area of the development shall be reserved as common open space.

4. *Common open space ownership regulations.* Provision for the permanent ownership, operation, and maintenance of the common open space shall be provided by covenant, deed restriction, and/or easement. Ownership shall be a property owners association, land trust, or other legal authority.

5. *Height regulations.*

a. In order to provide for an appropriate transition in terms of building scale and height within the PCD development, whenever the adjacent property is zoned residential or agricultural, buildings proposed within 100 feet of a periphery property line shall generally not exceed the maximum height permitted for principal dwelling units in the adjacent zoning district(s). The planning commission may consider alternatives to this due to site specific considerations such as, but not necessarily limited to, topography or the existing built environment abutting the property.

When abutting all other zoning districts or where buildings are greater than 100 feet from a periphery property line, such buildings shall not exceed three stories, or 45 feet in height, except as provided for elsewhere in this ordinance of the [Farragut] Municipal Code; and

b. No accessory structure, other than a clubhouse or comparable amenities building, shall exceed 15 feet in height, except as provided for elsewhere in this ordinance or the [Farragut] Municipal Code. A clubhouse or comparable amenities building shall not exceed 25 feet in height.

6. *Street frontage.* All lots created as part of the development shall have a minimum of 25 feet street frontage. Access to individual properties and establishments shall be restricted to shared access easements.

7. *Parking.* Parking requirements as defined in Chapter 4 shall serve as a guide only. All parking areas shall be shared parking easements for the total PCD development.

8. *Landscaping.* As regulated in Chapter 4, requirements shall apply to the total PCD development.

9. *Outdoor site lighting.* As regulated in Chapter 4.

10. *Signs.* As regulated in the Farragut Municipal Code, requirements shall apply to the total PCD development.

11. *Development controls.* As regulated in this ordinance, the Farragut Municipal Code, and the Farragut Subdivision Regulations.

D. *Application for rezoning to Planned Commercial Development District (PCD).* The application for rezoning to PCD shall include a Development Plan, which shall consist of [the following] three primary components:

1. A survey of the total land area for consideration of rezoning.

2. A written narrative statement describing the planned development shall include the following information:

a. A general statement of objectives to be achieved by the Planned Commercial Development District. This statement shall indicate the responsible person/entity for the development, indicate a description of the character of the proposed development, the market for which the development is oriented, and how the PCD district would be consistent with the Farragut Comprehensive Land Use Plan Update, Pedestrian and Bicycle Plan, and all other adopted plans and ordinances of the Town of Farragut and any subsequent amendments;

b. A statement describing the project phasing, including:

1) A development schedule indicating the phases in which the project will be built and the dates when construction of each phase can be expected to begin;

2) A statement of the intended schedule for the selling or leasing of each phase of the project; and

3) A description of how each phase shall be self-contained and self-sustaining with regard to access, traffic circulation, parking, utilities, common open spaces, and landscaping, as well as capable of substantial occupancy, operation, and maintenance upon completion of construction and development of each phase;

c. A schedule by which the developer will complete all open space and landscaping features;

d. Quantitative data for site development standards, including, but not limited to, density, setbacks, maximum heights, proposed lot coverage of buildings, parking lots and other structures, parcel sizes, gross densities per acre, and total amount of common open space;

e. An explanation and construction schedule for the utility and infrastructure requirements of the Planned Commercial Development, including all utilities serving the site, surface water runoff, and other pertinent information;

f. A statement pertaining to any architectural and community design guidelines to provide information on building designs, orientations, styles, lighting plans, landscape plans, signs, etc.; and

g. Specific provisions, including appropriate legal forms, to assure the permanent ownership, operation, and maintenance of common open space, parking lots, access ways, etc. This can be achieved through covenant, deed restriction, easement, or ownership by a property owners association, land trust, or other legal authority.

3. *Concept master plan.* The concept master plan shall demonstrate compliance with the objectives of this district and shall be prepared by a professional team that includes a Tennessee licensed engineer, a Tennessee licensed landscape architect, and/or a physical planner with a comparable background and experience. At a minimum, the plan shall require the seal of at least one of the above listed professionals. The concept master plan shall be of sufficient clarity and scale to accurately identify the location, nature, and character of the proposed total development. At a minimum, the concept master plan shall include the following information:

a. Site location map;

b. GIS topography of the site;

c. The approximate density, predominant species, general distribution of predominant species, and predominant level of maturity of trees within all tree covered area. Maturity levels shall be classified per the Tree Protection Ordinance [now chapter 113 of the Farragut Municipal Code];

d. All environmentally sensitive areas, including, but not limited to, floodplains, sinkholes, wetlands, springs, streams, wet weather conveyances, endangered species habitat, steep slopes, rock formations, other unique topographic features, and historic features;

e. Sufficient information on the existing development within 150 feet from the boundaries of the subject property to indicate their relationships with the proposed development related to land uses, lot lines, open space corridors, vehicular and pedestrian circulation systems, environmentally sensitive areas, and other unique natural features of the landscape;

f. General location of proposed buildings, including building uses;

g. Boundaries of the total development, including all proposed interior property lines and boundaries for the proposed development phases;

h. Location of existing and proposed public streets and access easements;

i. Existing and proposed general vehicular circulation system including all points of access to the proposed development and existing driveways and intersections within the vicinity of the proposed points of access;

j. Location of proposed off-street parking and loading facilities;

k. Location of proposed internal and external alignments of existing and proposed sidewalks, bicycle and pedestrian facilities, and greenways/walking trails;

l. Location of existing utilities;

m. Proposed treatment of surface water runoff flow from and through the site;

n. Specific locations and sizes of all areas to be reserved as common open space;

o. Proposed landscaping plan;

p. Proposed signage plan;

q. Calculations of lot coverage for the total development; and

r. Certification that all requirements of the Tree Protection, Sinkhole, Aquatic Buffer, and the Stormwater Ordinances can be met.

E. *Future modifications.*

1. *Revisions of plans after final approval.*

a. If it becomes necessary for an approved concept plan or site plan to be changed, then the changes shall be defined as "minor" or "major" by the Town staff. If a proposed change, in the opinion of the Town staff, will not substantially affect the terms of the original approval, then the change will be defined as "minor." Minor changes may be reviewed and approved by Town staff. If a proposed change, in the opinion of the Town staff, will substantially affect the terms of the original approval, then the change shall be defined as "major." Major changes require review and approval by the planning commission and the Board of Mayor and Aldermen. In both cases, full sets of revised site plans in accordance with the Town site plan submittal requirements along with a narrative describing the need for the changes shall be submitted.

(1) *Minor Changes Defined.* Minor modifications are changes that do not substantially affect the character or intensity of the development, vehicular or pedestrian circulation, drainage patterns, the demand for public services, or the vulnerability to hazards. Town staff shall report any request defined as minor to the planning commission and Board of Mayor and Alderman. Examples of minor modifications include, but are not limited to, the following:

(a) Adding or deleting parking spaces.

(b) Constructing additional stories that do not substantially affect other ordinance requirements of the development.

(c) An increase or decrease in floor space by no more that 25 percent in the overall development that does not dramatically affect the other ordinance requirements, intent, and nature of the overall development.

(d) Re-occupancy of a building by a similar use permitted by the ordinance.

(e) Changes to building height/facade that do not add an additional floor.

(f) Additions or alterations to the landscape plan or landscape materials.

(g) Relocation or resizing of utility supply lines or service connections.

(h) Relocation or screening of utilities, HVAC equipment, transformers, or trash receptacles.

(i) Alterations to the internal parking layout of an off-street lot in which the total available spaces are unchanged.

(2) *Major Modifications Defined.* Major modifications are changes that substantially affect the character or intensity of the use, vehicular or pedestrian circulation, drainage patterns, the demand for public services, or the vulnerability to hazards or natural terrain features. Examples of major modifications include, but are not limited to, the following:

(a) Request for a variance.

(b) Construction of a new building or structure which will substantially affect the ordinance requirements of the development.

(c) Increase in the overall density of the development.

(d) Introduction or deletion of curb cuts into a public roadway.

2. *[Additional area to PCD.]* Additional area may be added to an established Planned Commercial Development District if it adjoins and forms a logical addition to the approved development.

a. The procedure for the addition of land to the PCD district shall be the same as if an original application was filed.

b. All requirements of the PCD district shall apply except for minimum lot area requirement.

F. *Annual review.* To ensure continued progress toward completion, the approved Development Plan shall be submitted to the Farragut Municipal Planning Commission for annual review.

(Ord. No. 06-08, § 1, 5-11-2006; Ord. No. 07-21, § 1, 5-24-2007; Ord. No. 14-25, § 2, 1-22-2015; Ord. No. 17-03, § 1, 4-27-2017; Ord. No. 22-05, § 1, 3-24-2022)

AGENDA NUMBER VI.A. **MEETING DATE March 27, 2025**

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Mark Shipley, Community Development Director

SUBJECT: Approval of a variance of 350 feet from the distance between driveways requirement for arterial streets in the Driveways and Other Access Ways Ordinance for a proposed access associated with a duplex at 1114 N. Campbell Station Road (Oleg Zayets, Applicant)

INTRODUCTION: This item involves an access request for a lot that is within the unincorporated part of Knox County along N. Campbell Station Road to the north of the intersection with Fretz Road. It was only discovered recently through some research associated with the Town's incorporation and subsequent annexations that the Town's boundary extends throughout the width of the entire N. Campbell Station Road right of way. This means that access to the Town's right of way must be approved through the Town.

DISCUSSION: The access in question is for a duplex that is to be built on a vacant lot across from Fretz Road. Since N. Campbell Station Road is an arterial street, a new access must be at least 400 feet from the nearest existing access. The applicant's proposed access, which is shown on the plan included in the packet, is only 50 feet from the nearest existing access to the east.

Prior to the Town's involvement with access permits on this section of N. Campbell Station Road, accesses were approved through Knox County. A final plat was recorded through Knox County in 2017 that provided for three house lots that were described as the Campbell Park, Unit 2 Subdivision. This plat, which is included in the packet, provided for two access points along N. Campbell Station Road. There is also a plat note which states that "only two access points to Campbell Station Road is permitted by this plat. Lots 10 and 11 will share a common driveway access." Lot 11 is the lot owned by the applicant.

Also, related to this agenda item, Knox County is planning to add a southbound turn lane along this section of N. Campbell Station Road and that project is set to begin in the next few months. As a result, utilities have been relocated to account for the turn lane. This relocation included an electric pole and guy wire that has been moved further away from N. Campbell Station Road. A picture showing this is included in the packet. The applicant has stated that this creates difficulties in tying a cross access to the existing access on Lot 10.

RECOMMENDATION: Unfortunately, the two existing accesses along this section of N. Campbell Station Road pre-date the Town's involvement in reviewing accesses. As a result, two existing houselots have separate access onto N. Campbell Station Road and do not meet the Town's distance between driveways requirements. To add a third access through this section would only aggravate an already non-compliant situation. It would also be in violation of the existing recorded plat.

As noted when this was presented to the Planning Commission at their meeting on February 20, 2025, the staff does not support a third access. The lot in question has access provided for in the plat that was recorded in 2017. Ideally, however, given the upcoming turn lane project, the two existing accesses that were created with the 2017 plat, should have been platted instead to come out across from Fretz Road where the applicant is proposing their access. When the turn lane is complete, it will be very difficult for the owners of Lots 9R and 10 to turn east.

The only scenario where the staff would support the applicant's requested access is for the two existing accesses to be removed and tied into the applicant's access. Cross access would need to work around the electric pole and guy wire. This would also require an amendment to the existing recorded plat as it relates to access.

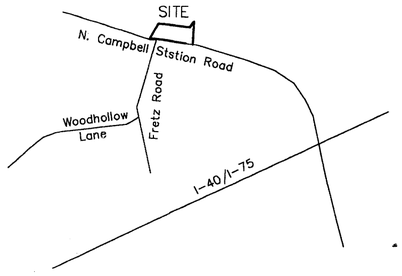
During discussion with the Planning Commission, most commissioners ultimately expressed support for the applicant's requested access and associated variance. Commissioners noted that, since the 2017 plat was approved and recorded by the County, conditions related to the accesses have changed that have made the accesses created by the plat untenable. The County has proceeded with a road improvement project that would add a southbound turn lane to N. Campbell Station Road at the Fretz Road intersection. As a result, utilities have been relocated further away from the existing roadway that could impact a shared access. The existing shared access and the access to the east that were provided for in the 2017 plat would now also be impacted by the turn lane project. Effectively, those accesses will be largely restricted to a west out access due to eastern turning movements conflicting with automobiles stacked in the turn lane. Having an access that would line up with Fretz Road and that would not be impacted by the southbound turn lane would be more favorable than the shared access location provided for on the 2017 plat. The Planning Commission voted 7-1 to support the requested variance for the reasons noted above. As part of their recommendation, the Planning Commission asked the staff to work with the County on providing a plat note for the plat of correction that would be needed. The plat note would include the ability for the owners of Lots 9R and 10 to have access through an easement to the access requested by the applicant on Lot 11 that would line up with Fretz Road. In this manner, these two property owners would be able to access in a better location that would not be in conflict with the turn lane

PROPOSED MOTION: The staff does not support the requested variance because the applicant has existing access provided for in the plat that was recorded in 2017. A third access point would make an existing nonconforming situation worse.

BOARD ACTION:

MOTION BY:_____ SECONDED BY:_____

VOTE/TOTAL	WILLIAMS	MEYER	WHITE	CAIN	BURNETTE
YES	_____	_____	_____	_____	_____
NO	_____	_____	_____	_____	_____
ABSTAIN	_____	_____	_____	_____	



LOCATION MAP
NOT TO SCALE

This is to certify that the subdivision shown hereon is approved subject to the installation of sanitary sewers and treatment facilities and that such installation shall be in accordance with state and local regulations.

Date 8-7-17 Bonnie Neace (TDS)
Knox County Health Department

This is to certify that all property taxes and assessments due on this property have been paid.

Signed Not on city tax roll for 2016 Date 8.7.17
City Tax Clerk

Signed ed Shouse by LC Date 8/7/17
Knox County Trustee

I, the undersigned, hereby certify that the subdivision name and all street names conform to the Knoxville/Knox County Street Naming and Addressing Ordinance, the Administrative Rules of the Planning Commission, and these regulations.

Signed Dona Hall
Date 8-7-17

ZONING SHOWN ON OFFICIAL MAP PR 1-4 du/ac
DATE 8/7/17
BY

NOTES:

1. CLT MAP 130, PARCEL 065 & CLT 130J, GROUP E, PARCEL 001.
2. NO. OF LOTS –3.
3. AREA SUBDIVIDED – 0.55 Ac.(24,106 Sq.Ft.)
4. IRON PINS AT ALL CORNERS "F" FOUND, "S" SET. ALL PINS SET UNLESS SHOWN AS FOUND.
5. 10' UTILITY & DRAINAGE EASEMENT INSIDE ROAD FRONTAGE AND S/D PERIMETER LOT LINES, 5' EACH SIDE OF ALL INTERIOR LOT LINES.
6. THIS PROPERTY IS ZONED PR.
7. BEARINGS REFERENCED TO CAMPBELL STATION VILLAS, RECORDED AS 20110518 0066804.
8. BUILDING SETBACKS: FRONT – 20'
   SIDE – 5'
   PERIPHERAL – 20' OR 25' AS NOTED ON PLAT.
   (ALL REAR LINES ARE PERIPHERAL)
9. FOR APPROVED SUBDIVISION VARIANCES AND CONDITIONS OF APPROVAL OF THE CONCEPT PLAN AND USE-ON-REVIEW, REFER TO THE METROPOLITAN PLANNING COMMISSION'S FILES 6-SD-17-C AND 6-F-17-UR.
10. LOT 9R, 10 & 11 SHALL HAVE A TURN-AROUND FOR VEHICLES.
11. PROPERTY OWNERS ARE RESPONSIBLE FOR MAINTENANCE OF STORM WATER FACILITIES. THE COVENANT FOR MAINTENANCE OF STORMWATER FACILITIES IS RECORDED AS INSTRUMENT NO. 20170807 0008561.
12. PROPERTY RECORDED IN 20150913-0017700 & 20170531-0073040.
13. ONLY 2 ACCESS POINTS TO CAMPBELL STATION ROAD IS PERMITTED BY THIS PLAT. LOTS 10 & 11 WILL SHARE A COMMON DRIVEWAY ACCESS.
14. THE FIRST UTILITY DISTRICT EASEMENT DEDICATED BY THIS MAP IS SUBJECT TO THE RESTRICTIONS AND CODITIONS OF RECORD AS INSTRUMENT #200908100011396 IN THE OFFICE OF THE REGISTER OF DEEDS FOR KNOX COUNTY, TENNESSEE.

PLAT NORTH (See Note No. 7)

Guarantee of Completion of Drainage Systems:

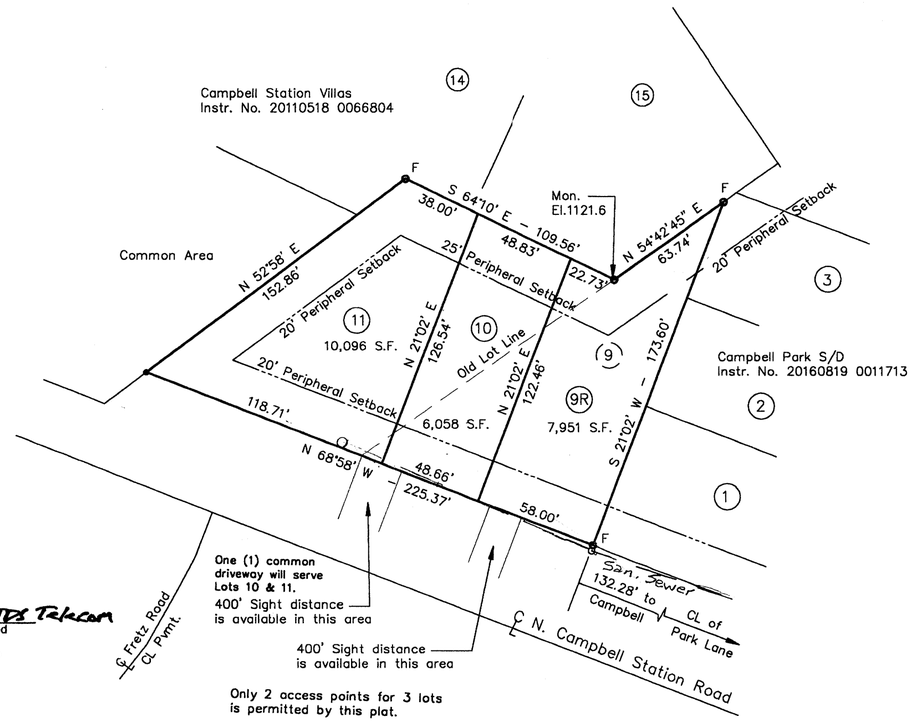
I, the undersigned, hereby certify bond or other security has been posted with the appropriate agency to insure completion and stabilization of all drainage systems as shown on drainage plans which were approved the Day of , 19 , within a period not to exceed one year from date of approval.

Signed Eddy Roberts Date 8-11-17
Dept: Knox County ENG. Title

Guarantee of Completion of Streets and Related Improvements

I, the undersigned, hereby certify bond or other security has been posted with the appropriate agency to insure completion of all streets and related improvements including indicated permanent reference monuments, benchmarks and iron pins in this subdivision in accordance with required standards and specifications within a period not to exceed one year from date of approval of the final plat.

Signed Eddy Roberts Date 8-11-17
Dept: Knox County ENG. Title



Certificate of Ownership and General Dedication

(I,We) Bruce Matzel, the undersigned owner(s) of the property shown herein, hereby adopt as (my,our) plan of subdivision and dedicate the streets as shown to the public use forever and hereby certify that (I am, we are) the owner(s) in fee simple of the property, and as property owner(s) have an unrestricted right to dedicate right-of-way and/or grant easement as shown on this plat.

Bill Matzel

Concord Telephone Co. dba TDS Telecom
Does Not Release Any Rights That May Have Accrued For Their Use And Benefit Where There Are Existing Facilities. Any Relocation of Existing Facilities Will Be Made At The Property Owners Expense.

Except as noted or shown on this plat, the following parties hereby consent to the release of all rights that may have accrued for their use and benefit in the utility and drainage easements along the original lot lines eliminated by this map on the condition that new utility and drainage easements are provided along the new property lines.

THE FIRST UTILITY DISTRICT EASEMENT DEDICATED BY THIS MAP IS SUBJECT TO THE RESTRICTIONS AND CODITIONS OF RECORD AS INSTRUMENT #200908100011396 IN THE OFFICE OF THE REGISTER OF DEEDS FOR KNOX COUNTY, TENNESSEE.

LENOIR CITY UTILITIES BOARD DOES NOT RELEASE AND HEREBY RETAINS ALL EASEMENTS AND RIGHTS FOR EXISTING UTILITY FACILITIES, WHETHER OR NOT SHOWN ON THIS PLAT.

SHERRY WITT
REGISTER OF DEEDS
KNOX COUNTY

Certificate of Approval for Recording – Final Plat

This is to certify that the subdivision plat shown hereon has been found to comply with the Subdivision Regulations of Knoxville and Knox County and with existing official plans, with the exception of any variances and stipulations noted on this plat and in the minutes of the Knoxville-Knox County Metropolitan Planning Commission, on this the 8 day of June, 20 17, and that the record plat is hereby approved for recording in the office of the Knox County Register of Deeds.

Signed Date 8/15/17
Secretary

Certification of Final Plat – Construction Incomplete

I hereby certify that I am a surveyor, licensed to do surveying under the laws of the State of Tennessee. I further certify that this plan and accompanying drawings, documents, and statements conform to all applicable provisions of the Knoxville/Knox County Subdivision Regulations except as has been itemized, described and justified in a report filed with the Metropolitan Planning Commission, or for variances for which application has been filed. Bond has been posted to guarantee installation of the indicated monuments and benchmarks upon completion of the subdivision.

30th day of May 20 17
Jim Sullivan
Surveyor
Tennessee Certificate No. 1306

Certification of Class and Accuracy of Survey

I hereby certify that this is a category 1 survey and the ratio of precision of the unadjusted survey is not less than 1: 10000.

Jim Sullivan
Surveyor
1306
Tennessee Certificate No.

Knox County Engineering Division
Signed Eddy Roberts
Date 8-11-17

Water Date 8/14/17 Signed Edwin Dayton
Power Date 8-7-2017 Signed
Sewer Date 8/14/17 Signed Edwin Dayton
Gas Date 8-7-17 Signed
Telephone Date 8-14-17 Signed
Cable TV Date 8-7-17 Signed

* KNOXVILLE UTILITIES BOARD DOES NOT RELEASE AND HEREBY RETAINS ALL EASEMENTS AND RIGHTS FOR EXISTING UTILITY FACILITIES, WHETHER OR NOT SHOWN ON THIS PLAT

Certification of Sight Distance

I hereby certify that 400' sight distance is available in the locations indicated.

30th day of May 20 17
Jim Sullivan
Surveyor
Tennessee Certificate No. 1306

J. SULLIVAN 1306 TENNESSEE NO. 1306 5-30-17

COUNTERSIGNED
KNOX COUNTY PROPERTY ASSESSOR
AUG 15 2017
BY JOHN R. WHITEHEAD

Graphic Scale in Feet
50' 0 50' 100'

SURVEYOR:
JIM SULLIVAN
2543 CREEKSTONE CIRCLE
MARYVILLE, TN 37804
PH. 406-7324

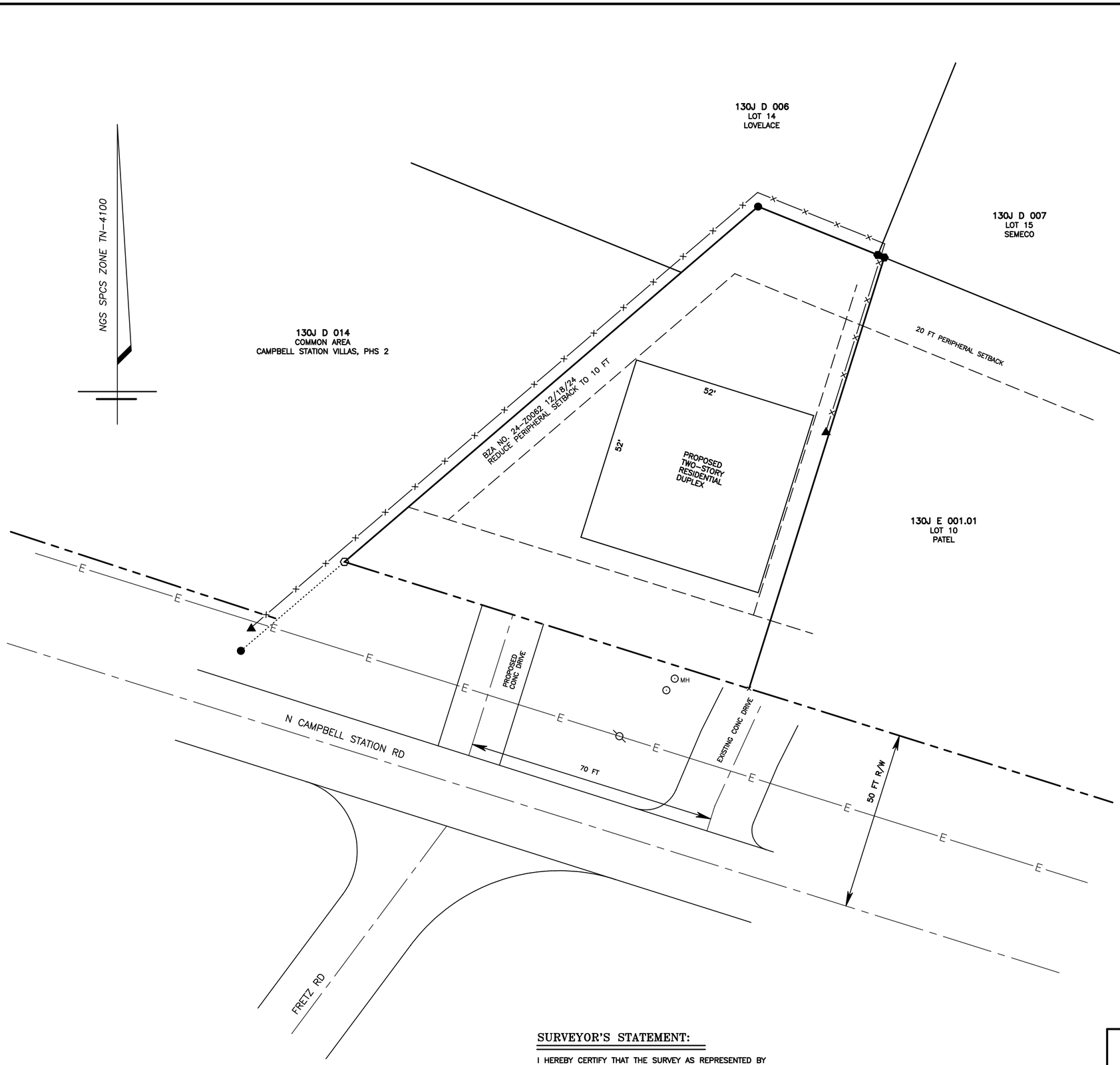
DEVELOPER:
Brandywine at Campbell Station Road, LLC
c/o Bruce Matzel
941 Fretz Road
Knoxville, TN. 37932
PH. (732) 616-3386

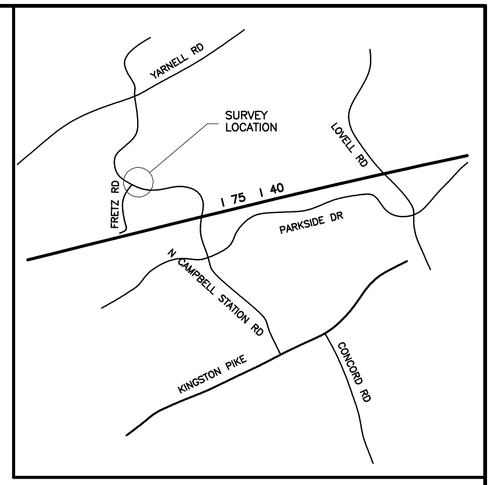
Knox County Page: 1 of 1
REC'D FOR REC 08/15/2017 1:41:48PM
RECORD FEE: $17.00
M. TAX: $0.00 T. TAX: $0.00
201708150010477

MPC File No. 6-SG-17-F

FINAL PLAT
UNIT 2
CAMPBELL PARK S/D

CLT MAP 130, PARCEL 065 &
CLT MAP 130J, GROUP E, PARCEL 001
out of parcel 130-086
DISTRICT 6 – KNOX CO., TENN.
SCALE: 1"=50' APRIL 24, 2017





VICINITY MAP

NOT TO SCALE

LEGEND:

- IRON PIN – FOUND
- IRON PIN – SET
- UTILITY POLE
- UTILITY (AS NOTED)
- PROPERTY LINE
- R/W LINE
- SETBACK
- FENCE
- APPROXIMATE ADJOINERS LINE
- ROAD CENTERLINE

NOTES:

1. THE LOCATION OF UNDERGROUND UTILITIES WAS NOT VERIFIED BY EXCAVATION AND SHOULD BE VERIFIED BY THE PROPER UTILITY AUTHORITY AS NECESSARY.
2. THIS PROPERTY IS SUBJECT TO RESTRICTIONS AND APPLICABLE ZONING ORDINANCES BY KNOX COUNTY.
3. THIS PROPERTY IS NOT LOCATED WITHIN THE FLOOD PLAIN.
4. SUBJECT TO UTILITY AND DRAINAGE EASEMENTS OF RECORD.

SURVEYOR'S STATEMENT:

I HEREBY CERTIFY THAT THE SURVEY AS REPRESENTED BY THIS PLAT WAS PERFORMED UNDER MY DIRECT SUPERVISION ON THE GROUND AS PER RECORD DESCRIPTION; THERE ARE NO ENCROACHMENTS EITHER WAY ACROSS THE PROPERTY LINE EXCEPT AS SHOWN HEREON; THAT THIS IS A CATEGORY I SURVEY WITH THE UNADJUSTED RATIO OF PRECISION BEING GREATER THAN 1:10,000 FT AS SHOWN HEREON; AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF.

RICHARD A. BAILEY
TENN. REG. NO. 1759

REFERENCE DEED: 20221027 0025616

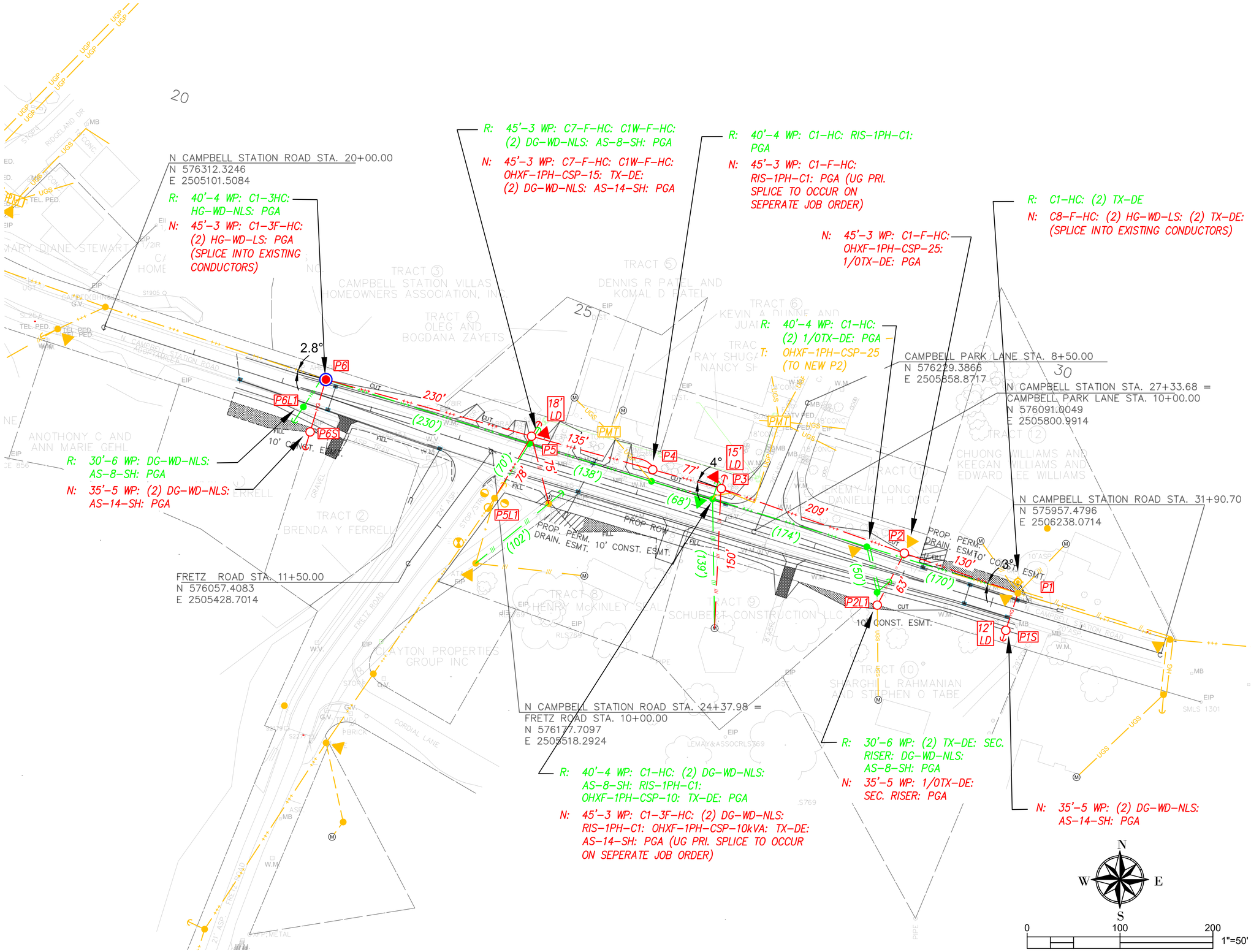
OWNER:

OLEG & BOGDANA ZAYETS
2000 PANORAMIC WAY #203
KNOXVILLE, TENNESSEE 37932

TAX ID: MAP 130J, GROUP E, PARCEL 001.02

RBailey.US
224 ILLINOIS AVENUE
OAK RIDGE, TENNESSEE 37830-4963
(865) 482-5260

FILE: 3117SITE	PROPOSED DEVELOPMENT LOT 11, CAMPBELL PARK, UNIT 2 1114 N CAMPBELL STATION RD KNOXVILLE, KNOX COUNTY, DISTRICT 6, TENNESSE		
REVISION: FIRST ISSUE			
DRAWN BY: R. A. BAILEY			
DATE: 19 JAN 25	SCALE: 1" = 20'	SHT: 1 OF: 1	3117



REVISIONS	DATE

CANNON & CANNON INC
TEL 865.670.8555
WWW.CANNON-CANNON.COM
10025 Investment Drive
Suite 120
Knoxville, TN 37932

CLIENT:
LENOIR CITY UTILITIES BOARD
7698 CREEKWOOD PARK BLVD.
LENOIR CITY, TN 37771

PROJECT:
KNOX CO. - CAMPBELL STATION & FRETZ ROAD INTERSECTION IMPROVEMENT PROJECT
KNOX COUNTY, TENNESSEE

ELECTRIC RELOCATION PLAN

WESLEY V. HENDERSON
REGISTERED ENGINEER
AGRICULTURE
No. 119191
STATE OF TENNESSEE
9/9/2024

CCI PROJECT NO.	00721-0030
DRAWING DATE	SEPTEMBER 12, 2024
PM WVH	PC
DRAWN JBE	FR

E1.01

22:59

11 4 Messages

AD **Adam Duncan** 11/21/24
To: Cathy, Darryl & 4 more...

Driveway location for 1114 N Campbell Station Road

Cathy/Darryl,

LCUB received a concern today regarding the new pole location at 1114 N Campbell Station Road. LCUB recently relocated our pole in response to Knox County's impending roadway improvements in this location. We placed the pole within the right-of-way and based on the proposed driveway as shown by Knox County's roadway plans. LCUB's construction plans and the Knox County roadway plans for this location are attached for reference.

Mr. Zayets has since notified us that the plat for this property (also attached for reference) has a driveway entrance restriction and is supposed to be shared with 1112 N Campbell Station Road. Mr. Zayets is concerned that there is no longer adequate clearance for a shared driveway due to the relocated pole and anchor.

Is it possible for Knox County, LCUB, and Farragut to reach a consensus on this? LCUB would prefer not to incur the cost of relocating this pole a second time if an amicable driveway solution can be found.

We appreciate your coordination and willingness to discuss this. I would be happy to schedule a call or on-site meeting to discuss in further detail if needed.

LCUB Going the Extra Mile

H. Adam Duncan, P.E.
Systems Engineering Supervisor


Old pole
New pole
New Anchor Wire
Sewer Caps

AGENDA NUMBER VI.B. **MEETING DATE March 27, 2025**

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Allison Myers, Town Recorder

SUBJECT: Approval of Appointment to the Knox County Community Health Council

INTRODUCTION: The purpose of this business item is to appoint a member to a staggered three-year term on the Community Health Council.

BACKGROUND: The Board of Mayor and Alderman approved Ordinance 12-18 on January 10, 2013 which established the Community Health Council and aligned Farragut, Knox County and City of Knoxville to improve community health. One (1) member is to be appointed by the Board of Mayor and Alderman.

Attached is an application from Jenni Craddick.

PROPOSED MOTION: To appoint Jenni Craddick as the Board appointee to the Community Health Council.

BOARD ACTION:

MOTION BY: _____ SECONDED BY: _____

VOTE/TOTAL	Burnette	Meyer	Cain	White	Williams
YES	_____	_____	_____	_____	_____
NO	_____	_____	_____	_____	_____
ABSTAIN	_____	_____	_____	_____	_____

Print

Community Health Council Application - Submission #6231

Date Submitted: 3/7/2025

First Name*

Jenni

Last Name*

Craddick

Address1*

Address2

City*

Farragut

State*

TN

Zip*

37934

Home Phone*

Business Phone

Email*

Occupation

Retired Business Professional (ORNL)

Education

BA Economics/Spanish

Why would you like to serve on the Community Health Council?*

I'm honored to submit my application to serve on the Community Health Council as one of the Town of Farragut's representatives. Maintaining access to quality health care is of vital importance to every resident and to the overall wellbeing of our various communities. While my work background is more aligned with financial oversight and business operations, I have a lifetime of experience with health care because I was born with a rare, genetic mutation. My time spent at Shriner's Pediatric Specialty Care Hospital in Lexington, KY introduced me to so many children that need vital, orthopedic care that can be unobtainable due to existing barriers to service.

I have always had a strong commitment to giving back to my community. I firmly believe that helping our neighbors maintain access to health care services improves the quality of life for all members of our community. I bring a unique perspective to this group because access to health care has been so vital to me, personally. I feel that there are so many children, and their parents, that need someone to recognize the obstacles that they face just to get necessary medical treatments and accommodations.

Resume (if desired)

JKC Resume Synopsis.pdf

Additional Information

JKC 02-07-25 CHC Application.pdf

Community Health Council Ordinance

Community Health Council Ordinance

By typing my name below, I give permission tot he Town of Farragut to use my likeness on the web and/or in Town publications. I have read and understand the Code of Ethics Ordinance and any applicable charters, ordinances, and/or by-laws.

Name*

Jenni Craddick

Date*

3/7/2025

Jenni Craddick



Education

1990 | B.A. in Economics and Spanish | Mary Baldwin University

- Sophomore inductee to Omicron Delta Epsilon

Work Experience

May, 1993 | June, 2017 | Business Professional

Oak Ridge National Laboratory (ORNL) | P.O. Box 2008 | Oak Ridge, TN 37831

Financial Management

- Principal financial contact for projects with annual budgets in excess of $90M with proven knowledge of reporting and documentation requirements associated with a variety of funding sources.
- Develop fund control modules to allocate and appropriately distribute funds, track expenditures down to highly-detailed levels, and provide budget cycle reports on monthly, quarterly, annual, and close-out cycles.
- Establish account structures for projects with multiple funding sources and prepare cost projections and analyses, forecasting models and advisory support for strategic funding decision options.
- Offer professional guidance to program/project managers regarding budgeting and accounting, including the development and preparation of unique reporting formats for particular needs.
- Advise project managers on the impacts of approaching changes in financial rules and/or practices on their projects.

Subcontract Management/Administration

- Certified Technical Project Officer and have served as a subject matter expert for items/services being procured on subcontracts in excess of $1M and Basic Order Agreements (BOAs) in excess of $5M.
- Initiate, supervise, and close subcontracts in support of various project goals.
- Develop internal operating procedures and instructions to document financial and contractual requirements.
- Manage financial interface with subcontractors and/or vendors.
- Maintain correspondence files and deliverables that would provide an audit trail of chronological account records.
- In conjunction with subcontract administrator, provide oversight for establishment and management of numerous, concurrent subcontracts.

Volunteer Experience

First Farragut United Methodist Church

- Provide basic translating services for spoken and written Spanish at community pantry, school supplies, and Holiday outreach events.

Glen Abbey Board of Directors for Home Owner's Association

- Maintain and manage the community association through financial oversight, landscaping and maintenance for common areas, ensuring compliance with governing documents, and handling conflict resolution during elected terms.

Town of Farragut

- Farragut Arts & Beautification Committee Member. As a team, work to advise and assist the Town of Farragut, its elected officials, citizens, and staff through serving as an advocate in the Town's decision-making process for artistic and cultural activities; seasonal programs and decorating; and general Town beautification. Donate time to serve at numerous Town of Farragut sponsored children's events.
- Farragut Neighborhood Preservation Partnership Member. Collaboratively work with others to protect all Farragut neighborhoods from incompatible development and to prevent negative effects on residential properties, neighborhoods, and Farragut residents.
- Mixed Use Town Center Steering Committee Member. Work with other citizens and HOA groups to assist the consultants hired by the Town of Farragut in creating a vision plan for a specific, geographical area within the Town.
- Town of Farragut Property Maintenance Steering Committee Member. Collaboratively work to envision approaches to motivate neighborhoods to self-rule through community awareness.
- Attend Town of Farragut Board of Mayor and Alderman(BOMA) meetings, Farragut Municipal Planning Community (FMPC) meetings, Visual Resource Review Board (VRBB) meetings, and Staff/Developer meetings to provide relevant and timely information to my residential community.

Application to Serve on the Community Health Council

Thank you for your interest in serving on the Community Health Council.
Please complete this application and submit it along with the following:

- A Brief Resume, bio or CV
- A letter of interest explaining why you would like to serve.
- Submit your materials to: Natalie.Milner@knoxcounty.org

Applicant Information

Name: Jenni Craddick

Employer or Community Affiliation: Retired ORNL; Business Operations

Title: Volunteer

Phone number:

Email Address: CRADDICKJK@TDS.NET

Other Information

Please choose all that apply:

X I live in Knox County.
I live in the City of Knoxville.
X I live in the Town of Farragut.
I work in Knox County.
Other:

Commitment to Serve:

By signing below, I acknowledge the following:

1. I read and understand the by-laws governing the Community Health Council.
2. I agree to abide by all provisions outlined in the by-laws.
3. I understand that serving on the Community Health Council requires attendance at monthly meetings for at least a three-year term, and I commit to fulfilling this obligation to the best of my ability.

Print name: Jenni Craddick

Signature: Jenni Craddick

Date: 07 - February - 2025

AGENDA NUMBER ___VI.C.__ **MEETING DATE March 27, 2025**

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Allison Myers, Town Recorder

SUBJECT: Approval of Appointment to the Visual Resources Review Board

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INTRODUCTION: The purpose of this business item is to appoint an applicant to the Visual Resources Review Board. There is currently a position with the term ending in June 2025. Jonathan Francis has applied for the position.

RECOMMENDATION BY: Allison Myers, Town Recorder/Treasurer, for approval.

PROPOSED MOTION: To appoint Jonathan Francis to an unexpired term ending June 2025.

BOARD ACTION:

MOTION BY: _____ SECONDED BY: _____

VOTE/TOTAL	BURNETTE	MEYER	PINCHOK	CAIN	WILLIAMS
YES	_____	_____	_____	_____	_____
NO	_____	_____	_____	_____	_____
ABSTAIN	_____	_____	_____	_____	_____

Print

Board and Committee Application Form - Submission #5816

Date Submitted: 3/6/2024

Select the Board, Commission, or Committee applying for*

Visual Resources Review Board (VRRB)

Please select a committee from the drop down menu above. If the Stormwater Advisory Committee, Tree Board or the Tourism / Visitor Advisory Committee is selected, please select a category from one of the next three questions.

The Stormwater Advisory Committee will consist of representatives from backgrounds including water quality representative, landscape representative, PE representative, and at-large representatives. If you selected the Stormwater Advisory Committee above, please select the category you would represent:

At-Large Representative

The Tree Board will consist of representatives from different backgrounds including Utility Representative, Board of Mayor and Aldermen or Farragut Municipal Planning Commission Representative, and At-Large Representative. If you selected the Tree Board above, please select the category you would represent:

At-Large Representative

The Tourism / Visitor Advisory Committee will consist of representatives from different segments of the community including one lodging representative, one dining representative, one retail representative, one attraction representative, and four at large members. If you selected the Farragut Tourism / Advisory Committee above, please select the category you would represent:

At Large Representative

Personal Information

First Name*

Jonathan

Last Name*

Francis

Address1*

Address2

City*

Farragut

State*

Tennessee

Zip*

37934

Home / Cell Phone Number*

Business Phone Number*

Occupation*

Supply Chain Professional

Email Address*

jonathan.w.francis@gmail.com

Education Background

Attach resume or additional information if desired

Jonathan Francis Resume File.pdf

Are you a graduate of the Town of Farragut's Introduction to Farragut Program?

- [x] Yes
- [ ] No

Briefly describe why you would like to serve on a Town of Farragut Committee?*

I am eager to serve on the Town of Farragut Committee because I am passionate about contributing to the betterment of our community and believe that active involvement in local decision-making processes is crucial for fostering positive change and development.

Organization Membership Information

Are you currently serving on other Boards, Commissions, or Committees?*

- ( ) Yes
- (•) No

If yes, which

Have you served on a Board, Commission, or Committee before?*

- ( ) Yes
- (•) No

If yes, which

I give my permission to the Town of Farragut to use my likeness on the web and/or Town publications. I have read and understand the Code of Ethics Ordinance and the applicable committee charter, ordinance and/or by-laws.

Name*

Jonathan Francis

Date*

6 March 2024

JONATHAN FRANCIS

Knoxville, TN 37934 • (865) 824-7272 • jonathan.w.francis@gmail.com

OBJECTIVE: SENIOR SUPPLY CHAIN DIRECTOR

Results-driven Supply Chain Director and Strategic Leader with a proven record of accomplishments and experience with two Fortune 500 companies (Keurig Dr Pepper and DHL Supply Chain) since 2009. Key contributions include: (1) **generating over $11 million in recent supply chain/logistics cost savings across 8 regional distribution centers**; (2) **consolidating 3 distribution facilities into one highly efficient location**; and (3) **producing $7 million in savings through integration of supply planning and deployment planning.** Strengths:

- Supply chain strategy development & execution
- Material handling automation (AVG's & AMR's)
- Mentoring, training & developing employees/managers
- Communicating with all levels of staff & executives
- Identifying & capitalizing on cost saving initiatives
- Materials management & inventory management
- Continuous supply flow planning & scheduling
- Strategical & tactical supply chain leadership
- Aligning supply chain with industry/economic changes
- Leading & participating on special project teams
- Achieving results through data-driven decision-making
- Supply chain optimization & process improvement

Computer Skills: Proficient in SAP, Blue Yonder, Oracle, Microsoft Apps

PROFESSIONAL EXPERIENCE

DHL SUPPLY CHAIN ***Vonore, TN • 2021 - Present***

(World's leading contract logistics provider)

General Manager Managing 160+ employees for third-party logistics for GlaxoSmithKline, Mayne Pharma, Guardian Pharmacy, and other consumer health and pharmaceutical companies.

- Created a productivity pipeline that has generated 5% month-over-month sustained labor efficiency gains through value stream mapping, system enhancements and associate incentives.
- Established a safety culture based on three legs: behavior-based safety observations, safety teams on each shift meeting monthly to focus on key areas of the operation, and a recognition program – resulting in 300+ days without an OSHA recordable incident, the first time in over 3 years for the facility.
- Partnered with GSK Customer Supply Chain team for joint improvements including order profile changes that shifted volume from case pick to pallet pick, resulting in labor and transportation savings.

KEURIG DR PEPPER ***Knoxville, TN • 2009 - 2021***

(Fortune 500 publicly traded American beverage and beverage-maker conglomerate with $1.2 billion in sales annually)

Director, Supply Chain-Southeast Logistics *(2018 – Present).* Promoted in this newly created leadership role following Keurig's merger with Dr Pepper Snapple to optimize supply chain management efficiency and control costs. Led 200+ employees and oversaw supply chain operations in 8 regional distribution centers in Central and Southeast US.

- Overcame delivery challenges in 2020 during Covid in response to a change in consumption mix from "away from home" to "at home" by implementing the use of "daily dashboards" at each facility to deal with raw material shortages and customer distribution capacity.
- Substantially increased efficiencies in 2020 by overseeing project teams that added $20 million in material handling automation equipment including Automated Guided Vehicles (AGV's) and Autonomous Mobile Robots (AMR's) while simultaneously achieving record volume levels from the addition of 84,000 ft.² of warehouse space.
- Contributed to the company's $98 million 3-year productivity goal with cost savings for the Southeast Region of $7.2 million in current/projected labor cost savings and $3.8 million in savings through grocery order fulfillment.
- Orchestrated the consolidation of three distribution locations in Jacksonville, FL into one facility that included creating a strong culture and standardizing processes while achieving budget, safety, and service expectations.
- Appointed to 2020-2021 Operational Leadership Team that reduced the OSHA recordable incident rate 48%.
- Following the Keurig and Dr. Pepper merger in 2018 and subsequent workplace safety issues for transportation and warehousing, implemented manager meetings and best practices for 27 sites resulting in a 62% TRIR reduction.
- Implemented innovative Covid safety measures resulting in zero employees contacting Covid in the workplace while simultaneously delivering record-setting production output/volume.
- Developed a 3–5-year Southeast distribution strategy report to guide investment and decision-making.
- Implemented inventory control procedures that established 99%-99.5% cycle count accuracy region-wide.

KEURIG DR. PEPPER (continued):

Director, Supply Chain-Strategic Partners *(2017 – 2018)*. Promoted into a newly created position that included managing and directing the 12-employee contract manufacturing supply team for $1 billion in business with major strategic partners: Starbucks, Folgers, Nestlé, Kraft Heinz, and Maxwell House brands. Accountable for supply planning, demand planning, order management, project management, and key account leads.

- Successfully transitioned all major accounts from customer-supplier relationship to partnership relationship through extensive in-person joint supply chain meetings resulting in long-term partner contracts.
- Developed supply chain strategies for each partner that resulted in $5 million in value-added customer savings.
- Led regular executive-level monthly review meetings with Chief Supply Chain Officer and Chief Business Development & Partners Officer to provide input on strategy and overall direction for the Strategic Partners program.
- Cosponsored a project that accelerated new product development by leading a team that reduced time from new product concept to launch from 26 to 12 weeks through cross-departmental collaboration and Kaizen events.

Senior Manager, Supply Planning *(2016 – 2017).* Promoted into this management role to oversee a team of 18 employees and direct strategic long-term and operational planning of owned/licensed brands

- Successfully managed the integration of supply planning and deployment planning into one role that reduced lead times, improved inventory, and achieved $7 million in transportation and working capital savings.
- Optimized supply planning and deployment planning for $350 million of materials annually.
- Established a Capacity Planning Analyst role to provide reporting that maximized production output for each facility.
- Appointed to Portion Pack Leadership Team that traveled throughout 6 manufacturing sites monthly to analyze and implement continuous process improvements for safety, quality, delivery, and cost.

Planning & Materials Manager *(2009 – 2016).* Recruited into this position to oversee 10 employees and implement efforts to maximize planning and materials efficiency, eliminate raw material shortages, and build customer/supplier partnerships.

- Reduced raw material inventories $2 million by negotiating with suppliers to create a local warehouse pull system and hosting supplier Kaizen events that improved product availability 99%+ despite fast-changing production schedules.
- Contracted with the local software company to develop a scheduling algorithm/program that automated complicated scheduling across 30 packaging lines.
- Generated more than $100,000 in annual cost saving initiatives.

REXNORD INDUSTRIES ***Clinton, TN • 2007 – 2009***
(Supplier of cylindrical roller bearings for power transmission & mining equipment)

Buyer

- Increased profitability through strategic buying of $7 million of raw materials annually.
- Achieved $98,000 in cost savings through supplier negotiations during challenging 2008 economy.
- Reduced expensive, pre-assembled inventory by implementing a Kanban pull system with supplier.

Additional Employment & Military Experience:

Material Planner/Scheduler - ARC AUTOMOTIVE, INC., Knoxville, TN
Sergeant (E-5), 96B Intelligence Analyst – UNITED STATES ARMY

- Held Top Secret/SCI Security Clearance and earned Army Commendation Medal for meritorious service.

EDUCATION: Major: Business Management – LIBERTY UNIVERSITY

AFFILIATIONS: National Assoc. of Purchasing Management / American Production & Inventory Control Society (APICS)

AGENDA NUMBER VI.D. **MEETING DATE March 27, 2025**

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: David Smoak, Town Administrator

SUBJECT: Approval of Agreement between the Town of Farragut and Knox County for the lease of office space in the Farragut Town Hall

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INTRODUCTION: Knox County has an existing lease agreement with the Town of Farragut for office space in the Town Hall for the Knox County Clerk and Knox County Trustee offices. This lease agreement is being renewed and revised as Knox County offices will be moving to the first floor of Town Hall and Knox County will be leasing a total of 2,248 s.f. of space.

DISCUSSION: The terms of the current lease are for five years from November 1, 2020, to October 31, 2025. The attached agreement is also for a five-year term, which will extend from the date the office space is available following the renovations, on or around April 1, 2025, through March 31, 2030. The rent payment Knox County will pay the Town over the life of the term will increase slightly each year the lease is in effect.

Having Knox County offices in Town Hall provides convenience to our citizens and consolidates several government services into one building so that citizens can easily identify where to come for assistance.

FINANCIAL SECTION:

Current and New Lease Rates		
Year	**Current Rate per Month**	**New Rate per Month**
1	$1,350	$3,000
2	$1,400	$3,050
3	$1,450	$3,100
4	$1,500	$3,150
5	$1,550	$3,200

In addition, the Town is integrating Knox County into the Town's security system, with the County reimbursing the Town for their internal monitoring equipment and installation of $2,503.79.

RECOMMENDATION BY: Town Administrator David Smoak for approval.

PROPOSED MOTION: To approve the Agreement between the Town of Farragut and Knox County for the lease of office space in the Farragut Town Hall.

BOARD ACTION:

MOTION BY:_____ SECONDED BY:_____

VOTE/TOTAL	WILLIAMS	MEYER	BURNETTE	WHITE	CAIN
YES	_____	_____	_____	_____	_____
NO	_____	_____	_____	_____	_____
ABSTAIN	_____	_____	_____	_____	_____

AGREEMENT BETWEEN THE TOWN OF FARRAGUT AND KNOX COUNTY FOR THE LEASE OF OFFICE SPACE IN THE FARRAGUT TOWN HALL

THIS AGREEMENT, made and entered as of the ____ day of _____, 2025, by and between the TOWN OF FARRAGUT, TENNESSEE, hereinafter called "Landlord" and KNOX COUNTY, TENNESSEE, hereinafter called "Tenant" (the "Agreement").

WHEREAS, Tenant, acting through the offices of the Knox County Clerk and Knox County Trustee, desires to make more convenient and accessible services to Knox County residents utilizing the services of those offices by maintaining office space within the Farragut Town Hall, located at 11408 Municipal Center Drive, Farragut, Tennessee; and

WHEREAS, pursuant to the Lease Agreement entered into November 8, 2007, October 13, 2011, October 8, 2015, and October 22, 2020, Tenant has occupied office space on the second floor of the Farragut Town Hall; and

WHEREAS, Landlord is renovating the interior of the Farragut Town Hall, such renovations to be completed in early 2025; and

WHEREAS, Tenant is in need of more office space than it has historically leased from Landlord, and Landlord has the capacity to make more space available to Tenant upon the terms and conditions herein set forth; and

WHEREAS, the parties desire to memorialize the terms and conditions of their agreement to govern their Landlord/Tenant relationship.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and agreements provided for hereinafter, and as provided for in the Agreement, the Landlord and Tenant hereby agree as follows:

1. Landlord shall lease approximately two thousand two hundred and forty-eight square feet (2,248 s.f.) of space on the first floor of Town Hall, together with ingress and egress thereto, for the sole and exclusive purpose of maintaining satellite offices of the Knox County Clerk and the Knox County Trustee, and shall be located in the area as marked and identified on **Exhibit A** attached hereto.

2. Tenant shall continue to provide the services carried out in the offices of the Knox County Clerk and Trustee prior to this new lease agreement. The office space shall be available on a twenty-four hour basis, but ingress and egress during other than normal business hours shall be via the direct outside access point as designated on **Exhibit A**. The Tenant shall be responsible for its own internal office security of confidential records and shall be solely responsible for any costs incurred in connection therewith. Nothing contained herein shall limit Landlord in its access to the entirety of the first floor, including access to and use of the common areas, mechanical room and restrooms at all times. Access to the office space of the Tenant shall be limited to those designated by the Tenant, the general public to the extent appropriate and during the time designated by Tenant, personnel of Landlord during normal business hours,

janitorial and maintenance personnel selected, controlled and paid by Tenant, and personnel acting for Landlord in an emergency situation.

3. Landlord shall provide building standard finished space, unfurnished, and shall likewise provide building standard heating, cooling, lighting, electrical connections and electricity. Each party shall be responsible for providing its own janitorial services so as to be able to provide for and control security in the space utilized by each. Landlord will afford access to public facilities and restrooms to employees of Tenant, but public facilities and restrooms shall only be available to the general public on the first floor. Employees of Landlord shall have access to first floor restrooms.

4. Tenant shall be responsible for all furnishings, equipment and supplies necessary and appropriate to the operation of a full-service, satellite office of the Knox County Clerk and the Knox County Trustee, including the operation of a business/marriage license office. Tenant shall be responsible for its own telephone, computer lines and equipment, any physical requirements for heating, cooling, electrical supply, communications capability in excess of building standard, and shall be responsible for all charges, costs, and expense in connection with the installation and utilization of such, either by separate billing, separate metering, or reimbursement to Landlord as appropriate and applicable.

5. Tenant shall be solely responsible for the hiring, firing, payment, and any and all related matters pertaining to its employees, including the employees of the Knox County Clerk and the Knox County Trustee, which employees are to be located in the facilities of the Landlord. Any and all insurance, benefits, workmen's compensation insurance, if any, and terms and conditions of employment of personnel of the office of the Knox County Clerk and the Knox County Trustee shall be solely and exclusively within the purview and province of and the duty and responsibility of Tenant and Landlord shall have no responsibility, obligation or liability whatsoever in connection therewith. Tenant shall appoint and furnish to Landlord the names of appointees who shall be responsible as to each separate office located in the leased space to act as liaison with the Town Administrator of Landlord to resolve on-site matters with the Town.

6. Landlord shall provide access control for the Tenant’s space in the Farragut Town Hall. This access control will include badges for personnel, alarm system and monitoring. In addition, the Tenant’s office space will include security monitoring equipment for its rentable space. The total cost of this equipment to be paid by Tenant to Landlord is $2,503.79 and is to be paid within 30 days of execution of this agreement.

7. The term of this Agreement shall extend from the date the offices are available for occupancy on or about April 1, 2025 to and including March 31, 2030. Either party may opt to terminate this Agreement by giving written notice of its desire to terminate to the other party at least ninety (90) days prior to the desired date of termination. Further, Tenant may terminate this lease at any time, without penalty, but no refund of any portion of a monthly payment will be made. Upon termination of the Agreement, Tenant will remove at its sole cost and expense, during normal business hours, all of the furnishings, equipment, supplies and other personal property from the space, leaving the same broom-clean and surrender the space to Landlord in as good condition as received, normal wear and tear excepted.

8. As rent for the entire term of this lease and for the fulfillment of the conditions contained in this Agreement, Landlord agrees to charge and accept, and Tenant agrees to pay rent in the following amounts, payable on the first of the month for each month, beginning on or about April 1, 2025:

Year	Rental Per Month
4/1/25 — 3/31/26	$3,000
4/1/26 — 3/31/27	$3,050
4/1/27 — 3/31/28	$3,100
4/1/28 — 3/31/29	$3,150
4/1/29 — 3/31/30	$3,200

[First Month Rent will be prorated based on date offices are available for occupancy.]

Landlord shall make no other charge or assess any other fee to Tenant for the occupancy of space by Tenant in the Town Hall building, except as provided in section 6, provided however Tenant shall be responsible for costs of utilities, communications, heating and cooling, lighting, electrical connections and electrical requirements in excess of building standard, and Tenant shall be responsible for costs incident to its own janitorial service. Landlord shall furnish at no expense to Tenant and pay all costs associated with common area maintenance, parking and normal maintenance upkeep and repair, except for items in excess of building standard installed at the expense of Tenant as to which obligations of repair, maintenance and upkeep shall be the sole duty, responsibility and obligation of Tenant.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed as of the day and year first above written.

LANDLORD:

TOWN OF FARRAGUT

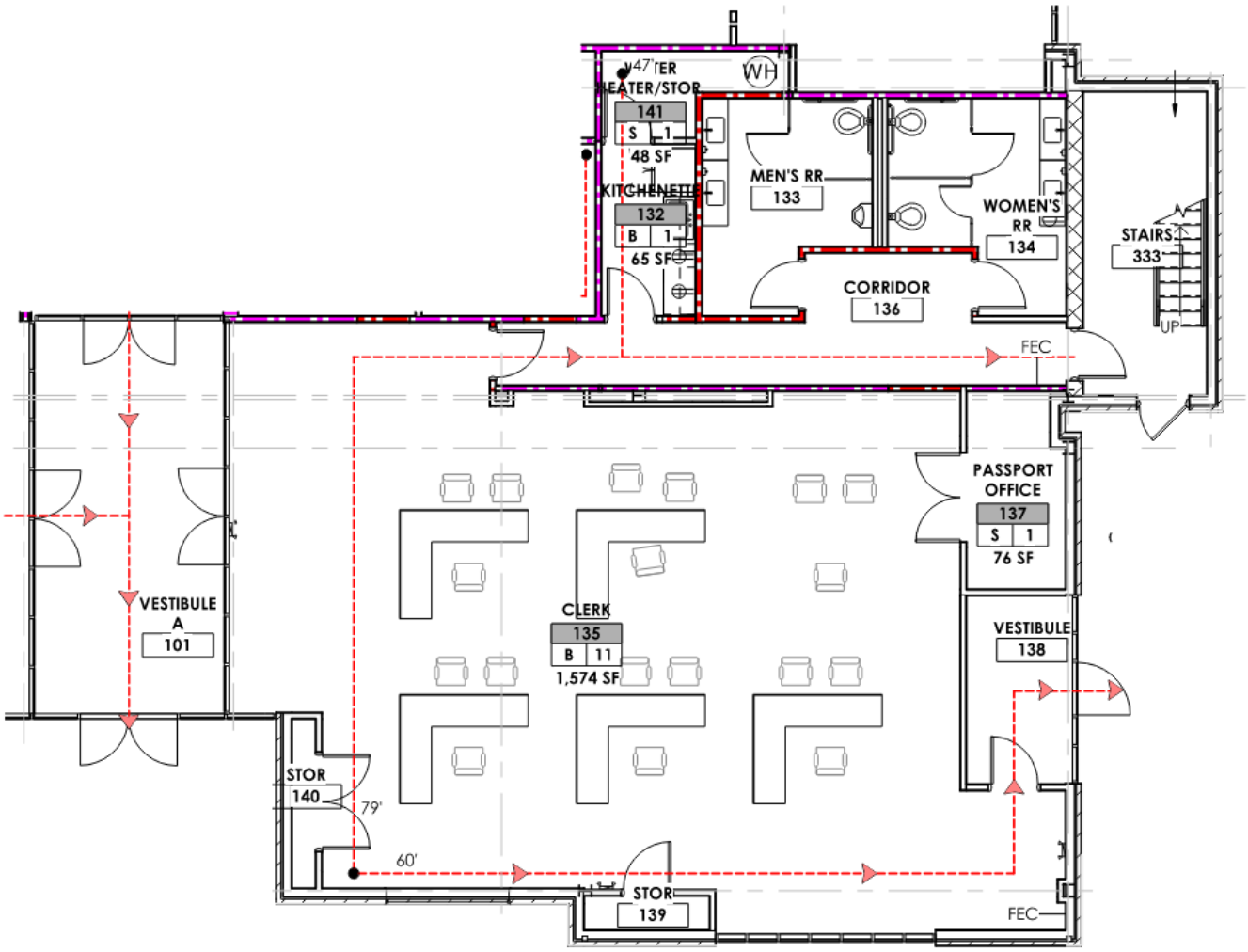
By: _____
Ron Williams, Mayor

TENANT:

KNOX COUNTY, TENNESSEE

By: _____
Glenn Jacobs, Mayor

EXHIBIT A
2,248 ft^2



AGENDA NUMBER VI.E. **MEETING DATE March 27,2025**

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Eric Schindler, Assistant Town Engineer

SUBJECT: Approval and Award of Contract 2025-13, Fiber Location, Emergency Restoration and Maintenance Services

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INTRODUCTION: The purpose of this agenda item is approval and award of Contract 2025-13, The Town of Farragut Fiber Locating, Emergency Restoration and Maintenance Services, to the selected contractor

BACKGROUND: The Town of Farragut has recently invested in a new Advanced Traffic Management System (ATMS). The completion of this ATMS required the installation of approximately 28,040 feet of aerial fiberoptic cable and 22,508 feet of underground fiberoptic cable. This new fiberoptic infrastructure is integral to maintaining communication between intersections and providing effective and efficient signal timings, specifically in areas where the signals operate in coordination with one another. Because of this, it is important to take precautions to safeguard our fiberoptic network against accidental damage and have a plan to respond to outages if they occur. Two proposals were received and graded by a staff selection committee using the following metrics: Understanding of project goals, experience with other government agencies, proposer qualifications/technical competence, and cost. After consideration of both proposals, the staff selection committee selected Global Communications. Global Communications has a proven track record of successfully providing the services required by this contract to other governmental agencies demonstrated by Global Communications' contract with Knoxville Utilities Board (aerial construction, underground construction, splicing, and traffic control) and their contract with Lenoir City Utilities Board (aerial construction, underground construction, splicing, and utility location). The bid sheet from Global Communications' proposal can be found below.

RFP# 2025-13 The Town of Farragut Fiber Locating, Emergency Restoration and Maintenance Services
Proposal Cost Form

Category		
Hourly Fiber Technician	Regular Rate	$ 58.00
	After Hours Rate	$ 70.00
	Emergency Rate (2-hour response time)	$ 70.00
Hourly Locator Technician Rate	Regular Rate	$ 46.25
	After Hours Rate	$ 57.80
	Emergency Rate (2-hour response time)	$ 57.80
Hourly Equipment Operator	Regular Rate	$ 63.10
	After Hours Rate	$ 72.80
	Emergency Rate (2-hour response time)	$ 72.80
Hourly Skilled Laborer	Regular Rate	$ 58.15
	After Hours Rate	$ 69.12
	Emergency Rate (2-hour response time)	$ 69.12
Service Truck Equipment Rates	Per Hour Rate	$ 17.00
Bucket Truck	Per Hour Rate	$ 21.00
Excavator	Per Hour Rate	$ 35.00
Cable to Cable Splice (butt splice) (Price per Strand)	Price per Strand: $ 31.00	
Termination Splice (Price per Stand)	Price per Strand: $ 31.00	
Mid-span splice (Price per Strand)	Price per Strand: $ 34.00	
Fiber testing and troubleshooting (Per Hour)	Per Hour: $ 75.00	
Hydro excavation/Locate Utilities (per Hour)	$ 110.00	
Material Mark-up (percent)	% 5	
Standard Mobilization Fee (Standard Restoration Svc) *Includes Traffic Control*	$ 600.00	
Emergency Mobilization Fee (Emergency Restoration Svc) *Includes Traffic control*	$ 750.00	

RFP# 2025-13 The Town of Farragut Fiber Locating, Emergency Restoration and Maintenance Services
Proposal Cost Form

Category		
Horizontal Directional Drilling (Per Foot – one 2" conduit)	Dirt Bore per LF	$ 15.90
	Rock Bore Per LF	$ 60.00
Trenching (Per Foot)	Dirt	$ 4.95
	Rock	$ 18.30
Utility Field Marking, cost per ticket (single price)	Normal Hours	$ 35.00
	After Hours	$ 55.00
	Emergency Hours	$ 55.00
Network inspection and maintenance cost per year (single price)	Annual Cost (Single Price): $ 16,000.00	

FINANCIAL SECTION:

Project: 110-41800-2400 FY26 Budget

Total Budget	**Contract Amount**	**Remaining Amount**
$16,000	0	$0

Approved By A. Myers

RECOMMENDATION BY: Eric Schindler, Assistant Town Engineer.

PROPOSED MOTION: Approval and award of Contract 2025-13 Fiber Locating, Emergency Restoration and Maintenance Services Proposal to Global Communications.

BOARD ACTION:

MOTION BY:_____ SECONDED BY:_____

VOTE/TOTAL	**WILLIAMS**	**CAIN**	**MEYER**	**BURNETTE**	**WHITE**
YES	_____	_____	_____	_____	_____
NO	_____	_____	_____	_____	_____
ABSTAIN	_____	_____	_____	_____	_____

Notice of Consideration to Award

The Town of Farragut, during regular Board of Mayor and Alderman meeting will consider awarding the following:

Solicitation No.	**Title of Solicitation**	**Contractor Information**
RFP# 2025-13	Fiber Locating, Emergency Restoration and Maintenance Services	Global Communications and Professional Services Inc. 1725 Louisville Dr. Knoxville, TN 37921 865-320-3954

Anissa Pratte

AGREEMENT

Contract No. 2025-13

Fiber Locating, Emergency Restoration and Maintenance Services

This agreement made as of the _____ day of _____ in the year 2025 by and between the;

TOWN OF FARRAGUT (Hereinafter called Owner) and
11408 Municipal Center Drive
Farragut, TN 37934

Global Communications (Hereinafter called Contractor)
1725 Louisville Dr
Knoxville, TN 37921

WITNESSETH THAT OWNER and CONTRACTOR in consideration of the mutual covenants hereinafter set forth agree as follows:

ARTICLE 1. WORK

The Contractor shall perform all Work as specified or indicated in the Contract Documents for the completion of the project generally described as follows:

Completion of fiber locating, emergency restoration and maintenance services as directed per each Work Order to minimum contract specifications.

ARTICLE 2. ADMINISTRATOR

The Town Engineer will act as Administrator in connection with completion of the work in accordance with the Contract Documents.

ARTICLE 3. CONTRACT TIME

The term of this Agreement shall commence on May 1, 2025 ("Effective Date") and shall continue for a period of three (3) years, ending on April 30, 2028, unless earlier terminated in accordance with the terms of this Agreement.

Upon expiration of the initial term, this Agreement may be renewed for up to two (2) additional one (1)-year periods (each a "Renewal Term") upon mutual written agreement of the parties, provided that notice of intent to renew is given by either party to the other at least [60] sixty days prior to the expiration of the then-current term.

ARTICLE 4. CONTRACT PRICE

The Owner will pay the Contractor for the performance of the contract in current funds for the total quantities of work performed at the prices stipulated in the bid for the several respective items of work completed, the total amount to be due upon completion and final acceptance of the Work, and the receipt of lien releases from the Contractor and all Subcontractors.

ARTICLE 5. CONTRACT DOCUMENTS

The Contract Documents which comprise the contract between Owner and Contractor are attached hereto and made a part hereof and consist of the following:

A. Agreement

B. Instructions to Bidders (Request for Proposal – RFP)

C. Special Conditions

D. General Conditions

E. Specifications for Fiber Locating, Emergency Restoration and Maintenance Services

F. Contractor's Bid

G. Addenda Numbers 1

H. Change Orders, duly delivered and executed by each party execution of this Agreement.

I. Affidavits and Certifications

ARTICLE 6. MISCELLANEOUS

A. Neither Owner nor Contractor shall, without the prior written consent of the other, assign or sublet in whole or in part his interest under any of the Contract Documents; and, specifically, Contractor shall not assign any monies due or to become due without the prior written consent of the Owner.

B. Owner and Contractor each binds himself, his partners, successors, assigns and legal representatives to the other party hereto in respect to all covenants, agreements and obligations contained in the Contract Documents.

C. The Contract Documents constitute the entire agreement between Owner and Contractor and may be altered, amended or repealed only by a written instrument signed by the party to be charged.

D. Guarantee and Correction of Work After Final Payment: Neither the final certificate nor payment nor any provisions in the Contract Documents shall relieve the Contractor of

responsibility for faulty materials or workmanship and, unless otherwise specified, he shall remedy any defects due thereto and pay for any damage to other work resulting there from, which shall appear within a period of one year from the date of final acceptance of the work by the Owner.

The Owner shall give notice of observed defects with reasonable promptness. The Engineer subject to arbitration shall decide all questions arising under this article.

The Contractor and through it each Subcontractor, in accepting the contract for this construction or respective portions of the construction covered by this contract and specifications, does hereby agree to replace and make good, without expense to the Owner, any work or material which may be found to be defective within one year from the date of the final certificate of payment to said Contractor. The deterioration due to ordinary use and normal wear is accepted from this guarantee.

The Contractor shall reimburse the Owner for cost of damage, if any, as well as cost of replacing defective materials or workmanship. If replacements are not made within fourteen days after notice is given of such defect in workmanship, or thirty days in case of materials, then the Owner shall have the right to make replacements and charge cost of same to Contractor or his bondsman.

E. The Contractor shall comply with the Department of Labor Safety and Health Regulations for construction promulgated under the Occupational and Health Act of 1970 (PL 91-596) and under Section 107 of the Contract Work Hours and Safety Standards Act (PL 92-54).

F. Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the Town. If such subcontracts are approved by the Town, each shall contain, at a minimum, sections of this contract pertaining to "Lobbying" and "Nondiscrimination," (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.

G. Lobbying. The Contractor certifies, to the best of its knowledge and belief, that:

(a) No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(c) The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, *U.S. Code*.

H. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subject to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, color, religion, sex, nation origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

The undersigned, having become familiar with the existing and proposed conditions of the project affecting the cost of the work, hereby proposes to furnish all supervision, technical personnel, labor, machinery, tools, appurtenances, equipment and services, including utility and transportation services required of Contract 2025-13, Fiber Locating, Emergency Restoration and Maintenance Services, all in accordance with the bid specifications and Contract Documents listed above at and for the unit prices for work in place for the following items and quantities:

Per Bid Form signed and submitted on 3-14-25.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

OWNER:	**CONTRACTOR:**
Town of Farragut	Global Communications + Professional Services
11408 Municipal Center Drive	1725 Louisville Drive
Farragut, TN 37934	Knoxville, TN 37921
BY:	BY: Joni Arnes
_____	Joni Arnes
(Printed or Typed)	(Printed or Typed)
Title _____	Title owner
ATTEST:	ATTEST:
_____	_____

Original

LIVE CLOSER • GO FURTHER

farragut

Town of Farragut

Request for Proposals #2025-13
For
Fiber Locating, Emergency Restoration and Maintenance Services

All Proposals Must be Submitted To:
Farragut Community Center
239 JamesTowne Blvd
Farragut, TN 37934

Deadline for Proposal Submissions: Date: March 4th, 2025, Time: 2:00 PM

PLEASE COMPLETE AND SUBMIT THIS FORM WITH YOUR BID

Company Name Global Communications	DBA, If Applicable
Street Address 1725 Louisville Dr	Phone Number 865-320-3954
City, State, Zip Code Knoxville, Tn 37921	Email Address Chris.clark@globalcomminc.com
FEIN: 62-1752920	

Are quotes firm for 120 days? Yes X No__ Other____
List of Deviations (if any) attached? Yes__ No X Other____

If submitting a "No Proposal" state reason _____

Joni Ames — President
Authorized Signature — Title (Printed)

Joni Ames — 2/27/25
Name (Printed) — Date

DRUG-FREE WORKPLACE AFFIDAVIT

The undersigned, principal officer of Global Communications, an employer of five (5) or more employees contracting with Town of Farragut government to provide construction services, hereby states under oath as follows:

1. The undersigned is a principal officer of Global Communications (hereinafter referred to as the "Company", and is duly authorized to execute this Affidavit on behalf of the Company.

2. The Company submits this Affidavit pursuant to T.C.A. § 50-9-113, which requires each employer with no less than five (5) employees receiving pay who contracts with the state of any local government to provide construction services to submit an affidavit stating that such employer has a drug-free workplace program that complies with title 50, Chapter 9, of the Tennessee Code Annotated.

3. The undersigned also attests that the requirements of the drug-free workplace program or drug and alcohol testing program operated by the bidder are at least as stringent as the program operated by the Town of Farragut.

4. The Company is in compliance with T.C.A. § 50-9-113.

Further affiant saith not.

Joni Ames — Name of Officer

President — Title of Officer

State of Tennessee, **County of** Morgan

Before me personally appeared Joni Ames, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that such person executed the foregoing affidavit for the purposes therein contained.

Witness my hand and seal at office this 27 day of February, 2025.

Nicole Creson — Notary Public

My commission expires: 9-21-26

NICOLE CRESON
STATE OF TENNESSEE NOTARY PUBLIC
MORGAN COUNTY

NON-COLLUSION AFFIDAVIT

Joni Armes, being first duly sworn, deposes and says that:

(1) He/She is the President of Global Communications, the firm that has submitted the attached Proposal;

(2) He/She is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

(3) Such Proposal is genuine and is not a collusive or sham Proposal;

(4) Neither the said firm nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other vendor, firm or person to submit collusive or sham proposal in connection with the contract or agreement for which the attached Proposal has been submitted or to refrain from making a proposal in connection with such contract or agreement, or collusion or communication or conference with any other firm, or, to fix any overhead, profit, or cost element of the proposal price or the proposal price of any other firm, or to secure through any collusion,conspiracy, connivance, or unlawful agreement any advantage against the Town of Farragut or any person interested in the proposed contract or agreement; and

(5) The proposal of service outlined in the Proposal is fair and proper and is not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the firm or any of its agents, representatives, owners, employees, or parties including this affiant.

(Signed): Joni Armes

Title: President

Before me personally appeared Joni Armes, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that such person executed the foregoing affidavit for the purposes therein contained.

Witness my hand and seal at office this 27 day of February, 20 25.

Nicole Creson
Notary Public

My commission expires: 9-21-26

NICOLE CRESON
STATE OF TENNESSEE NOTARY PUBLIC
MORGAN COUNTY

Town of Farragut

ADDENDA ACKNOWLEDGEMENT & BID CERTIFICATION

ADDENDA ACKNOWLEDGEMENT:

By submitting this Proposal, the Proposer represents that the Proposer has examined copies of all the Contract Documents and hereby acknowledges they have verified that the Proposer is in receipt of the Addenda listed below and that the proposed price reflects the inclusion of these Addenda. *(Check the box next to each addendum received and applicable)*

[ ] Addendum No. 1	[ ] Addendum No. 6
[ ] Addendum No. 2	[ ] Addendum No. 7
[ ] Addendum No. 3	[ ] Addendum No. 8
[ ] Addendum No. 4	[ ] Addendum No. 9
[ ] Addendum No. 5	[ ] Addendum No. 10

The Proposer further acknowledges that should it be determined at the time of the bid opening that the Proposer has failed to acknowledge receipt of **ALL** issued addenda; the Proposer's Bid submission shall be rejected. The Proposer understands that any verbal representation made or assumed to be made during any oral discussion held between Proposer's representatives and any Town personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

BID CERTIFICATION:

By signing below, I certify that I have reviewed this Bid Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the Town of Farragut that cannot be unilaterally withdrawn; that the products and services proposed meet the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Proposer accepts the terms and conditions contained in the Bid Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the Proposer to execute and submit this bid, offer, or proposal, or any documents related thereto on Proposer's behalf; that I am authorized to bind the Proposer in a contractual relationship; and the Proposer has properly registered with any State, County and Town agency that may require registration.

I further certify that my company is in compliance with all State of Tennessee laws.

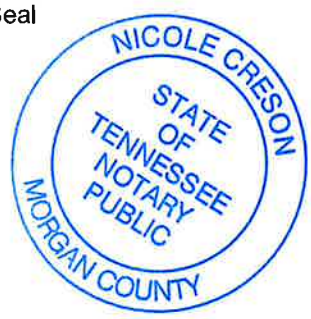
Project Name: Fiber Locating and Maintance Services, 2025-13 Date: 2/26/2025

Name of Proposer's Company: Global Communications

Signature of Responsible Proposer: Joni James

Notary's Signature: Nicole Creson

Notary Seal



RFP# 2025-13 The Town of Farragut Fiber Locating, Emergency Restoration and Maintenance Services
Proposal Cost Form

Category		
Hourly Fiber Technician	Regular Rate	$ 58.00
	After Hours Rate	$ 70.00
	Emergency Rate (2-hour response time)	$ 70.00
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Standard Mobilization Fee (Standard Restoration Svc) *Includes Traffic Control*	$ 600.00	
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RFP# 2025-13 The Town of Farragut Fiber Locating, Emergency Restoration and Maintenance Services
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	Rock Bore Per LF	$ 60.00
Trenching (Per Foot)	Dirt	$ 4.95
	Rock	$ 18.30
Utility Field Marking, cost per ticket (single price)	Normal Hours	S 35.00
	After Hours	$ 55.00
	Emergency Hours	$ 55.00
Network inspection and maintenance cost per year (single price)	Annual Cost (Single Price): $ 16,000.00	

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Global Communications & Professional Services Inc

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
1725 Louisville Dr

Requester's name and address (optional)

6 City, state, and ZIP code
Knoxville TN 37921

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

or

Employer identification number
6 2 - 1 7 5 2 9 2 0

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** ▶ [signature] **Date** ▶ 9-25-24

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

GLOBCOM-01 LBENSON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/1/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Lindsey Benson	
Chappell, Smith & Associates 1006 Merylinger Court PO Box 681209 Franklin, TN 37067	PHONE (A/C, No, Ext):	FAX (A/C, No): (615) 435-8328
	E-MAIL ADDRESS: lbenson@chappellsmith.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Selective Insurance Co. Of The Southeast	39926
INSURED	INSURER B : Westchester Fire Insurance Co.	10030
Global Communications & Professional Services, Inc. PO Box 495 Coalfield, TN 37719	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			S2217490	3/18/2024	3/18/2025	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
							MED EXP (Any one person)	$ 15,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 3,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 3,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			S2217490	3/18/2024	3/18/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			S2217490	3/18/2024	3/18/2025	EACH OCCURRENCE	$ 7,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED X RETENTION $ 0						Aggregate	$ 7,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
B	Environmental			G73617339003	12/1/2023	12/1/2024	Each/Aggregate	5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Proof Of Coverage

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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1725 Louisville Dr, Knoxville, TN 37921

March 11, 2025

Town of Farragut
239 Jamestowne Blvd
Farragut, TN 37934

Re: Proposal for Fiber Locating, Emergency Restoration and Maintenance Services, RFP #2025-13

Dear Town of Farragut,

We are pleased to submit our proposal in response to the Request for Proposal for Fiber Locating, Emergency Restoration, and Maintenance Services, RFP #2025-13.

The individual authorized to propose to, negotiate with, and contract with the Town on behalf of Global Communications & Professional Services, Inc. is Chris Clark, Director of Operations.

Thank you for considering our proposal. We look forward to the opportunity to serve the Town of Farragut.

Sincerely,

Chris Clark
Director of Operations
1725 Louisville Dr, Knoxville, TN 37921
Phone: 205-493-2026
Email: chris.clark@globalcomminc.com

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4. **Insurance**
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Section 1 - Proposal Description

1.1 Understanding of the Town's Needs

Global Communications & Professional Services, Inc. (GCPS) understands that the Town of Farragut requires reliable and accurate utility locating and fiber maintenance services to protect its fiber optic infrastructure. These services are critical for preventing damage during excavation, ensuring uninterrupted network operation, and providing rapid restoration in emergencies.

1.2 Proposed Plan

GCPS proposes a comprehensive plan to meet the Town's needs:

- **Utility Locating**: Using advanced equipment such as electromagnetic locators and ground-penetrating radar, we will accurately identify the location of underground fiber optic cables. Our process includes reviewing network documentation and conducting field verification.
- **Fiber Maintenance**: We will perform quarterly inspections, testing with OTDRs and power meters, and provide 24/7 emergency restoration using certified splicing techniques.

1.3 Proposed Schedule

- **Utility Locating**: Available on-demand with same-day service when feasible.
- **Routine Maintenance**: Quarterly inspections, adjustable based on the Town's preferences.
- **Emergency Restoration**: 24/7 availability with a 2-hour response time.

1.4 Assumptions and Constraints

- **Assumptions**: The Town will provide current network maps and access to work sites.
- **Constraints**: Weather conditions and complex underground infrastructure may affect timelines.

1.5 Additional Services

GCPS offers optional staff training on basic fiber maintenance and network consulting for future upgrades.

Section 2 - Experience

2.1 Company Information

- **Legal Name**: Global Communications & Professional Services, Inc.
- **Place of Incorporation**: Morgan County, Tennessee
- **Federal Tax ID**: 62-1752920
- **Years in Business**: 25 years (since 1999)

2.2 Corporate History

Founded in 1999, GCPS has grown into a leader in telecommunications infrastructure services, specializing in utility locating and fiber maintenance. Our commitment to innovation and excellence has enabled us to serve clients across Tennessee and the southeastern U.S. effectively.

2.3 Demonstrated Capacity

GCPS has proven its capacity through successful projects with clients such as Knoxville Utilities Board (KUB), Charter Communications, and the City of Knoxville. Our ongoing contracts demonstrate our ability to manage complex, long-term engagements.

2.4 Licenses and Permits

GCPS holds a valid contractor's license and can obtain any additional licenses or permits required for this project.

2.5 Staffing and Training

With over 120 employees, including certified technicians trained in utility locating and fiber maintenance, **we are equipped** to deliver the required services effectively.

2.6 Past Contracts

Global Communications & Professional Services, Inc. (GCPS) has extensive experience providing similar services to various clients in Tennessee. The following details our major contracts within the past three years, including ongoing contracts, followed by a summary of additional smaller contracts. All listed contracts involve services such as aerial and underground construction, splicing, utility locating, and traffic control, which align with the fiber locating, emergency restoration, and maintenance services required by this RFP. Tennessee contracts are listed first, as specified.

Contract with Knoxville Utilities Board (KUB)

- **Duration:** 6 years (ongoing)

- **Type of Service:** Aerial Construction, Underground Construction, Splicing, Traffic Control
- **Estimated revenue:** $40,000,000
- **Location:** Knoxville, TN
- **Agency Contact:** Adam Crocker, 423-836-4640, adam.crocker@kub.org

Contract with Lenoir City Utilities Board (LCUB)

- **Duration:** 2 years (ongoing)
- **Type of Service:** Aerial Construction, Underground Construction, Splicing, Utility Locating
- **Estimated revenue:** $2,000,000
- **Location**: Lenoir City, TN
- **Agency Contact:** Will Lepley, 865-370-6944, wlepley@lcub.com

Contract with Charter Communications

- **Duration:** 2 years (ongoing)
- **Type of Service:** Aerial Construction, Underground Construction, Splicing
- **Estimated revenue:** $1,800,000
- **Location:** Knoxville, TN
- **Agency Contact:** Billy Click, 865-388-7524, billy.click@charter.com

Contract with TDS Telecom

- **Duration:** 4 years (ongoing)
- **Type of Service:** Aerial Construction, Underground Construction, Splicing
- **Estimated revenue:** $5,000,000
- **Location:** Knoxville, TN
- **Agency Contact:** Jason Tibbets, 207-431-2311, Jason.tibetts@tdstelecom.com

Contract with WOW! Internet, Cable & Phone

- **Duration:** 5 years (ongoing)
- **Type of Service:** Aerial Construction, Underground Construction, Splicing
- **Estimated revenue:** $4,500,000
- **Location:** Knoxville, TN
- **Agency Contact:** Clint Hayes, 256-426-4150, clint.hayes@wowinc.com

Additional Ongoing Contracts

GCPS also maintains ongoing contracts with the following agencies for similar services in and around Knox County, TN:

- Knox County Traffic Control
- Verizon

- Zayo
- Crown Castle
- City of Knoxville
- Iris

These contracts involve services such as utility locating, fiber maintenance, and traffic control, supporting our capability in the required areas. Contact information for these contracts is available upon request.

2.7 Contract Terminations

No contracts listed above have been terminated before their original termination date.

2.8 Interests in Other Firms

GCPS has no controlling interests in other firms providing similar products or services and no financial interest in other lines of business.

Section 3 - Subcontractor Information

GCPS will perform all work using our own personnel and resources. No subcontractors will be used.

Section 4 - Insurance

GCPS maintains the required insurance coverages as specified in the RFP and can provide an updated Certificate of Insurance (COI) upon request.

Section 5 - Cost Information

The cost proposal, including all items identified on the Bid Form, will be submitted separately in a sealed envelope, as per the RFP instructions. Additionally, we will provide a detailed description of any other potential costs the Town may incur, such as optional services, or unforeseen expenses, to ensure full transparency and assist the Town in accurate budgeting for the project.

Section 6 - Additional Requirements

GCPS takes no exceptions to the Town's requirements. There is no litigation history to report.

Section 7 - Required Forms

The following forms are completed, signed, and attached:

- Request for Proposal Coversheet
- Addenda Acknowledgement and Bid Certification Form
- Drug Free Workplace Affidavit
- Non-Collusion Affidavit

Town of Farragut

Request for Proposals #2025-13
For
Fiber Locating, Emergency Restoration and Maintenance Services

All Proposals Must be Submitted To:
Farragut Community Center
239 JamesTowne Blvd
Farragut, TN 37934

Deadline for Proposal Submissions: Date: March 4th, 2025, Time: 2:00 PM

PLEASE COMPLETE AND SUBMIT THIS FORM WITH YOUR BID

Company Name	DBA, If Applicable
Street Address	Phone Number
City, State, Zip Code	Email Address
FEIN:	

Are quotes firm for 120 days? Yes__ No__ Other_____
List of Deviations (if any) attached? Yes__ No__ Other_____

If submitting a "No Proposal" state reason _____

_____ _____
Authorized Signature Title (Printed)

_____ _____
Name (Printed) Date

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1. RFP Overview

1.1 Background

The Town of Farragut is located in Knox County in the State of Tennessee. The Town was incorporated in 1980. The town's population was 23,506 at the 2020 census. The Town is governed by the Board of Mayor and Alderman. Utilizing the Congestion Mitigation Air Quality (CMAQ) grant funding, the Town of Farragut has been able to establish an Advanced Traffic Management System (ATMS) to help provide safer streets to our residents. We will be rolling out additional Fiber in the future.

1.2 Purpose

The purpose of this solicitation is to enter into an agreement with a qualified, knowledgeable, and skilled company to provide fiber locating services in accordance with all State of Tennessee laws* governing the locating and marking of underground facilities. As well as emergency restoration and maintenance services necessary to maintain existing and future fiber optic cable and conduit infrastructure.

All work assigned to the Contractor shall also be done in accordance with the Town of Farragut standards and specifications.

1.3 Site Visit

Individuals interested in viewing the vicinity of the work are encouraged to do so independently. Bidders shall assume complete responsibility and liability for any and all visits. All bidders are urged to visit the Town prior to bidding and become completely familiar with the existing conditions within Town limits. Failure to comply with this requirement will not relieve the successful bidder of its obligation to carry out the scope of the resulting contract.

1.4 Contract Term

The contract term shall be for a period of three (3) years, commencing on the date of the signed contract, with two (2) optional one (1) year extensions, with the option to terminate by either party upon 45 days prior written notice.

1.5 Procurement Schedule

RFP Issue	01/24/2025
Deadline for Proposer Questions	02/25/2025 @5:00pm
Proposal Due	03/04/2025 @2:00pm
Intent to Award/ Contract Negotiations Begin	03/05/2025
Board of Mayor and Alderman Approves/Contract Signed	03/20/2025

*Tennessee Code
Title 65 - Public Utilities and Carriers (§§65-1-101- 65-37-104),
Chapter 31 – Underground Utility Damage Prevention ACT (§§65-31-101- 65-31-120)
Section 65-31-118 – Design locate Request

1.6 Project Objectives

The Town of Farragut recently completed an ATMS project that connected all 26 traffic signals within the town via 144 strand fiberoptic cable. There is currently approximately 30,000 linear feet of underground fiberoptic cable that has been installed at this time, and the Town of Farragut will be installing additional underground fiberoptic cable to connect the parks to our fiber grid in the future, which will also require field location and maintenance as needed. Proposals will be reviewed and selected by the Town of Farragut Engineering department under the direction of the Town Engineer.

1.7 Communications

All communications regarding this RFP must be submitted via email to the Finance Department Procurement Division representative identified below:

Anissa Pratte, Staff Accountant,apratte@townoffarragut.org.

The Staff Accountant will be the sole point of contact for this RFP.

Bidders contact with anyone else in the Town is forbidden and may result in disqualification of the Proposer's bid. Further, any oral communication will be considered unofficial and non-binding on the Town. Bidders should rely only on written statements issued by the Finance Department Procurement Division representative.

1.8 RFP Amendments and Cancellation

To ensure fair consideration for all bidders, any interpretations made to prospective bidders will be expressed in the form of an addendum to the specifications, if such information is deemed necessary for the preparation of the bid or if the lack of such information would be detrimental to the uninformed offer.

The Town reserves the right to amend this RFP in writing at any time. The Town also reserves the right to cancel or reissue the RFP at its sole discretion. If an amendment is issued, it will be posted on the Town's website www.townoffarragut.org and also on Vendorlink (www.vendorlink.com). It is the Proposer's responsibility to ensure that the Town's website and Vendorlink is reviewed for RFP changes prior to submission of proposal.

1.9 Bid Submittal

Proposals are to be received by the Town no later than the date and time indicated in Section 1.5. Bidders assume the risk of the method of delivery. The Town assumes no responsibility for delays caused by any delivery service. Postmarks will not be accepted as proof of receipt. Emailed proposals will not be accepted. A Proposer's failure to submit a proposal as required before the deadline may cause the proposal to be disqualified.

Bidders must submit in a sealed package:

- One (1) bound paper copy clearly marked "Original"
- One (1) electronic copy (a single .pdf file containing all submitted material including the pricing sheet), on a USB drive. In the event of a discrepancy between the electronic version and hard copy, the response in the hard copy (Original) will prevail.
- Four (4) bound paper copies clearly marked "Copy"

The proposal package shall be mailed, couriered, or hand delivered to the Town at:

Town of Farragut
Community Center
Attn : Finance Department, Anissa Pratte
239 Jamestowne Blvd
Farragut, TN 37934

The package to be delivered should be clearly labeled with the following:

- Confidential
- Bid for Town of Farragut Fiber Locating, Emergency Restoration and Maintenance Services, RFP#2025-13
- Proposal Due Date and Time
- Proposer Name
- Proposer Address
- Proposer Phone Number

Bid Submittal Checklist

- Cover Page with Signature
- Proposal Cost Form
- Addenda Acknowledgement Form & Bid Certification
- Drug-Free Workplace Form Signed
- Non-Collusion Affidavit Form Signed
- W-9, filled out and signed
- If you intend to utilize a sub-contractor, please include the following forms with the sub-contractor's applicable signatures.
  - Drug-Free Workplace Form Signed
  - Non-Collusion Affidavit
  - W-9, filled out and signed

2 Scope

The Town of Farragut is looking for one (1) company to provide fiber locating, emergency restoration and maintenance services. These services are necessary to maintain existing and future fiber cable and conduit infrastructure. Overhead cable does exist, but the majority of the cable is buried.

2.1 Locating

A. The Proposer will be registered with TN 811 and follow all TN 811 guidelines. www.tenn811.com.
B. Respond to all calls relating to TN 811 inquires, emergency dig tickets, or any other TN 811 tickets (including remarking).
C. Mark lines (including remarking) as tickets are received. Work and close tickets within TN 811 allowed time.
D. Pay any costs associated with mismarking, including repair to utilities (Town and others), damages due to lost services, materials, labor, road repair, etc.
E. Documents all incidents by taking photos with a measuring device on the ground showing the distance from the mark. This documentation is required for both mismarked and "correctly marked" lines. The Town will seek damages from any utility that does not follow TN 811 regulations and will need this documentation.

2.2 Fiber Restoration

A. Provide fiber restoration and maintenance services necessary to maintain The Town of Farragut fiber optic cable and conduit infrastructure.
B. Have adequate equipment and sufficient, competent, and dependable personnel capable of performing various types of fiber optic repair needed in the field, including mid-span fusion splicing, trunk splicing, OTDR testing, fiber enclosure installations, termination of fiber inside fiber trays and full fiber sections replacement. Work to be performed under direct supervision of a Supervisor experienced in Fiber Broadband.
C. Perform all clearing, installation of ducts, handholes, grounding, placement of backfill and compaction, restoration of right of ways, fiber optic cable pulling, splicing, termination, testing and all other specifications.
D. Have the capability to install both open trench and directional bored conduit for new installation and replacement of damaged conduit. Have the capability to perform aerial work as needed for installation, maintenance and repair.
E. Properly backfill all excavations. Fully restore all streets and highways, including sidewalks and public or private driveways, to the satisfaction of the Town. Final restoration must restore the area back to normal state. Area must be cleaned, smoothed, seeded, and straw in place. All Town of Farragut procedures must be followed.
F. Service to a fiber optic cable infrastructure includes any item of a complete fiber cable run between and to termination patch panels, including termination patch panels, terminations at patch panels, fiber optic cable, fiber cable splices, pole/building attachments, fiber cable related guy/suspension wires/anchors, loop and splice enclosures/boxes, etc.
G. For services affecting emergency restoration, be available to perform services 24 hours a day, every day of the year.
H. On occasion, Proposer may be required to work in close proximity to the rail right-of-way. Proposer will be required to follow all rail right-of-way procedures and with with the Town of Farragut on obtaining proper permits for work. Any future permits or fees required by the Railroad will be the responsibility of the Town of Farragut.

I. Provide the Town with a list of telephone numbers that will be answered at all times by the Proposer's personnel. Alternatively, an answering service that can contact the Proposer immediately may be used.
J. For emergency restorations that do not affect service (e.g. if non-used fiber strands are damaged and need to be repaired), complete all services as scheduled by the Town.
K. Test all repaired fiber optic cable and submit test results to the Town.
L. Coordinate utility locates before commencing any work.
M. Repairing any damage or breaks in fiber, at your expense, if the fiber break is caused by mismarking or failure to complete the locate ticket on time.
N. Perform temporary restoration when damage is so severe that four (4) hour restoration cannot be completed. Have temporary splice cable in place to restore critical services within 4 hrs after damage is assessed, then start final restoration/repair and complete within 5 days.
O. Notify the Town of any breaks, events, or incidents immediately. If the event is FEMA related, use the Preliminary Damage Assessment Report.
P. Keep documentation of every restoration and send to the designated Town point of-contact at each step:
    a. Time the call was received
    b. Pictures of event immediately as they arrive on site (regardless of fault)
    c. Damage assessment (writing and pictures)
    d. Repair (how was repaired (writing) and pictures showing temporary and final restoration.

2.3 Maintenance

A. Install additional, and improve and maintain existing, fiber optic infrastructure and documentation on an as-needed basis.
B. Inspect the entire network each year unless otherwise directed by the Town of Farragut. Inspection includes bi-directional OTDR testing of all unused strands, checking condition handholes, and aerial fiber condition.
C. Provide troubleshooting and analysis on fiber circuits as requested by the Town. This troubleshooting will include bi-directional OTDR testing and power meter testing. Analysis including instrument output charts will be provided. After completing and communicating any issues, request approval to correct issues. During outages, fiber testing and troubleshooting may require emergency response.

2.4 Maintenance of Traffic

A. MOT includes the planning, furnishing, installing, maintaining, and removing of traffic control and safety devices. MOT is incidental for all maintenance tasks, except when the work is within 15 feet of the edge of travel or when a lane closure is needed.
B. Any work where your personnel are in a travel lane requires appropriate lane closures. Submit a request for a lane closure to the Town for approval of the proposed lane closure. The Town will give you a list of all contacts that you must notify of the lane closure.
C. Traffic control must meet Tennessee Department of Transportation (TDOT) requirements and traffic control procedures. Traffic control and lane closures is the responsibility of the Proposer.

2.5 Proposer Reviews

A. The Town may periodically review project control and management procedures to ensure that project performance conforms to Town procedures, plans, specifications, and Contract provisions. Assist the Town designated representative in these reviews.

B. When deficiencies are identified in a review, immediately implement remedial action to eliminate any deficiencies. Remedial actions may include further training of the personnel (in scope and/or frequency), subdivision of staff responsibilities, addition of staff, or replacement of personnel whose performance is considered inadequate.

2.6 Building Access

Provide access into buildings by transitioning from HDPE pipe to exterior conduit, penetrating exterior, routing cable to demarcation point, and grounding. The work must follow all local, state, and federal codes. Submit the work for Town approval.

3. Proposal Format

3.1 Submittal Instructions

Proposals should be prepared simply and economically, and provide a straightforward, concise description of proposed products and services to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content. Sales and marketing brochures are not to be included.

Proposals must be organized in an outline as follows:

- Cover Letter
    - A letter on letterhead stationary signed by an authorized representative submitting the proposal, containing;
        - A statement that the proposal is submitted in response to the Request for Proposal for Fiber Locating, Emergency Restoration and Maintenance Services, RFP# 2025-13.
        - A statement indicating which individual by name, title, address, phone number and email address is authorized to propose to, negotiate with, and contract with the Town on behalf of the organization
        - The signature of the person listed in #2.
- Table of Contents
- Section 1 – Proposal Description
    - Proposal must address but is not limited to all items in the Scope of Work.
        - A brief synopsis of the Proposer's understanding of the Town's needs and how the Proposer plans to meet those needs. This must provide the Town with a broad understanding of the Proposer's entire proposal.
        - A narrative description of the proposed plan to achieve the objectives and requirements outlined in the Scope of Services.
        - A detailed proposed schedule.
        - Explanation of any assumptions and constraints.
        - Identification of any additional services proposed.
- Section 2 – Experience
    - Proposer's full legal name (e.g. Fiber Company, LLC).
    - Place(s) of incorporation
    - Federal Tax Identification Number
    - Number of years Proposer has been in business under its current name, prior business names, and a short corporate history of the firm.
    - A statement that the Proposer has demonstrated capacity to perform the required services. Include an executive summary highlighting the qualifications of the Proposer.
    - List any applicable licenses or permits presently held and indicate ability to obtain any additional licenses or permits that may be required.
    - A statement that the Proposer has an organization that is adequately staffed and trained to perform the required services or demonstrate the capability for recruiting such staff.

- For every contract Proposer has entered into in the past three years (including ongoing contracts) for similar services, list (Tennessee contracts first):
    - Date of completion and duration of the contract.
    - Type of service.
    - Total dollar amount contracted for, and amount received.
    - Location of area served.
    - Name, address and contact information of agency with which contracted and agency person administering the contract.
    - If none, so state.
- If any of those contracts were terminated before the original termination date:
    - Date of termination and duration of each contract.
    - Reason for termination.
    - If none, so state.
- All controlling interests in any other firms providing similar products or services, and financial interest in other lines of business. If none, so state.

- Section 3 – Subcontractor Information
    - A written description of subcontracting activities that includes the full legal name and address of the subcontractor, type of work to be performed and percentage of the total work of the proposal.
- Section 4 – Insurance
    - Submit evidence of ability to obtain insurance in the amounts and coverages stated in the Town of Farragut Terms and Conditions.
- Section 5 – Cost Information
    - A complete cost proposal of all items identified on the Bid Form, and a description of any other costs the Town might have to pay.
- Section 6 – Additional Requirements
    - A statement outlining any exceptions to the Town's requirements or clarifications to the requirements.
    - Description of any litigation, pending or judgement rendered in the past 5 years.
- Section 7 – All forms required by the Town to be filled out and signed.
    - Request for Proposal Coversheet (signed)
    - Addenda Acknowledgement and Bid Certification form (signed)
    - Drug Free Workplace Affidavit
    - Non-Collusion Affidavit

3.2 Bid Form

Cost is to be filled out on the attached pricing sheet (Proposal Cost Form) and submitted in a sealed envelope with the proposals.

Proposals should be on 8 ½ x 11 paper and be printed on both sides. Responses should have no more than one hundred (100) pages of content. The following items do not count toward the total content page limit:

- Request for Proposal Coversheet
- Addenda Acknowledgement and Bid Certification Form
- Drug Free Workplace Affidavit
- Non-Collusion Affidavit

4. Evaluation Procedure

All proposals will be subject to a review and evaluation process. It is the intent of the Town that all proposers responding to this RFP, who meet the requirements, will be ranked in accordance with the criteria established in these documents. The Town will consider all responsive and responsible proposals received in its evaluation and award process.

Selection will be based on determination of which proposal will best meet the needs of the Town. The Town reserves the right to accept or reject any or all proposals, to waive irregularities and technicalities, and to request resubmission or additional information. The Town is the sole judgement of the proposals, and the only entity qualified to determine which proposals best meet the Town's needs. The Town's decision is final.

4.1 Selection and Award Process

The Town will follow the evaluation steps outlined below:

a. Compliance: After receiving all submittals by the due date and time, a preliminary evaluation by the Town may determine whether each received proposal is complete and compliant with all instructions and/or submittal requirements in the RFP. Any proposals that are incomplete or that do not comply with the instructions and/or submittal terms and conditions may be rejected and excluded from further consideration. Vendor Proposals, which are compliant, are advanced to the written evaluation stage.
b. Evaluations: The Town will evaluate proposals according to the criteria outlined in the RFP.
c. Interviews: The Town may select proposers to interview prior to contract execution.
d. Final Ranking: The Proposer with the highest-ranking score will advance to the negotiation stage.
e. Negotiations: The Town will select a finalist vendor to participate the Fiber Locating, Emergency Restoration and Maintenance Services negotiations. The final contract award recommendation will be made to the Town Administrator.
f. Contract Award: The contract for this RFP will be approved and awarded by the Board of Mayor and Aldermen.

4.2 Scoring

An adjective-based scoring system shall be applied to the non-price factors throughout the evaluation process for the evaluation of the written responses and the oral presentation/informal interviews (if requested). A score of 0 is the least favorable and a score of 5 is the most favorable in all sections. For evaluation purposes, the term "Responsible" means: A business entity or individual who is fully capable to meet all of the requirements of the solicitation and subsequent contract. Must possess the full capability, including financial and technical, to perform as contractually required and be able to fully document the ability to provide good faith performance.

The Proposer's response will be scored by Committee members in accordance with the following scale:

0= No information provided for the specific criteria. Proposer failed to address the criteria. No documentation was provided.
1= "Poor": Proposal is lacking or inadequate in most basic requirements for the specific criteria.
2= "Below Average": Proposal meets many of the basic requirements for the specific criteria but is lacking in some essential aspects.
3= "Average": Proposal adequately meets the minimum requirements of the specific criteria and is generally capable of meeting the Town's needs.
4= "Above Average": Proposal more than adequately meets the minimum requirements of the specific criteria and exceeds those requirements in some respect.
5= "Excellent": Proposal exceeds the minimum requirements in most aspects of the specific criteria

Note: The Evaluation Committee member's score times the "weighted value" assigned to the different sections listed here equals the total score for that section. (EXAMPLE: Maximum score of 5 X's weighted value of 10 = Maximum of 50 points).

Criteria	Weighted Value	Points
Written Proposal Evaluation		
Proposers understanding of the project scope and goals to provide Fiber Locating, Emergency Restoration and Maintenance Services	7	35 Points
Experience of the Proposer in providing comparable services to other government agencies	4	20 Points
Cost	3	15 Points
Experience, qualifications, technical competence and availability of proposed equipment and personnel assigned.	6	30 Points
Maximum Technical Points		100 Points

In the case of a Tie Bid/Score, if there are no federal funds in the project. ties will be determined by one of the following factors at the Town's discretion:

- Delivery Schedule
- Previous Company Performance
- Vendor Location
- Other Factors not listed above

4.3 Post Bid/RFP Information

Should a proposer wish to protest a bid/RFP, the bidder shall submit a Protest Bond to the Town of Farragut in the amount of 5% of the protestor's bid amount within seven calendar days of the Bid/RFP opening.

Each Bidder shall be prepared, if requested by the Town of Farragut, to present evidence, qualifications, and financial ability to carry out the terms of the contract.

Town of Farragut
General Terms and Conditions

The following terms, conditions and instructions apply (unless otherwise noted) to all of the Town of Farragut solicitations whether they are quotations, bids, proposals, requests for qualifications or other types of solicitations. The term "vendor" is used collectively for bidder, vendor, proposer, quoter, contractor and all other terms implying or meaning one who is responding to an opportunity with the Town of Farragut. The submission of a response means that the vendor understands and agrees with the Town of Farragut's instructions to vendors.

1. **ACCEPTANCE-AGREEMENT.** Vendors shall hold their price firm and subject to acceptance by the Town of Farragut for ninety (90) calendar days from the date of the solicitation opening unless otherwise directed by the Town of Farragut.

2. **AWARD/REJECTION OF RESPONSES.** Awards are made to the responsible vendor complying with the conditions of the solicitation based on the response that receives the highest rating and is in the Town of Farragut's best interest. The Town of Farragut reserves the right to reject any and all responses and to waive any informality in the responses received whenever the Town of Farragut determines that such rejection or waiver is in the Town of Farragut's best interest.

3. **INTERPRETATIONS.** The Town of Farragut is not responsible for oral interpretations of specifications. Submit written requests for interpretation as indicated in a solicitation document. Addenda (official changes to or interpretations of specifications) are posted to the Town of Farragut's web page. It is the vendor's responsibility to examine the web page for addenda. All addenda become part of the contract, and all vendors/vendors are bound by such addenda.

4. **USE OF SOLICITATION FORMS.** Vendors are to complete the forms contained in the solicitation package. Failure to complete these forms may result in the rejection of your response.

   Vendors are not to change the pricing method that is on the solicitation document unless the Procurement/Finance office approves the change.

5. **BID WITHDRAWAL.** A Vendor may withdraw or amend a solicitation response before the date and time set for the receipt of bids without stating a reason. Bids may not be withdrawn without the Town of Farragut's approval after the bid opening. If granted, withdrawal after the due date is non-reversible. Bid withdrawal may affect your bid bond (if any).

6. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of Tennessee and the Codes of the Town of Farragut ("Town").

7. **ALTERATIONS OR ADMENDMENTS.** Alterations, amendments, changes, modifications or additions to the Purchase Order shall not be binding without the Town of Farragut's prior written approval.

8. **APPROPRIATION.** In the event funds are not appropriated by the Town of Farragut for the goods and/or services or insufficient funds exist to purchase the goods and/or services, awards and/or contracts shall terminate upon the expenditure or previously appropriated funds with no further obligations owed to or by either party.

9. **COMPENSATION AND PAYMENT TERMS.** For the completion of the Work, the Town of Farragut shall pay Vendor the contract sum set forth in the purchase order and/or contract. Payments may be made in amounts which are consistent with the percentage of goods/non-professional services completed and invoiced by the Vendor as set forth in the purchase order.

The Town's delivered payment terms are payment within thirty (30) days except where the law provides otherwise. Payment may be sooner where cash discounts are offered for early payment, however, cash discounts offered will not be considered in determining lowest bidder. In no event will payment be made prior to receipt of an original invoice containing invoice and purchase order numbers and receipt of purchased item(s). The Town is not liable for delays in payment caused by the failure of the Vendor to send an invoice to the address referenced herein.

10. **INSPECTION/TESTING.** Payment for the goods delivered does not constitute acceptance of the goods. The Town of Farragut has the right to inspect the goods and to reject any or all of the goods which are in the Town's judgment defective or nonconforming. Goods rejected and goods supplied in excess of quantities called for may be returned to the Vendor at its expense and in addition to the Town's other rights. The Town may charge the Vendor all expenses of unpacking, examining, repacking and reshipping those goods. In the event the Town receives goods whose defects or nonconformity are not apparent on examination, the Town reserves the right to require replacement, as well as payment of damages. Nothing contained in this purchase order will relieve in any way the Vendor from the obligation of testing, inspection and quality control.

In the award of a construction contract/purchase order the Vendor is responsible for thoroughly inspecting the site of the proposed work and for becoming familiar with the work circumstances. The vendor's failure to do so will not result in additional payments to the Vendor.

11. **PROPERTY RIGHTS AND COPYRIGHT PROHIBITION**. The Vendor agrees that all information, data, findings, recommendations, bids, et cetera by whatever name described and in whatever form secured, developed, written or produced by the Vendor in furtherance of this contract shall be the Town of Farragut's property. The Vendor specifically waives and/or releases to the Town of Farragut any cognizable property right of the Vendor to copyright, license, patent, or otherwise uses such information, data, findings, recommendations, responses, et cetera.

12. **PRICE WARRANTY.** Vendor warrants that the prices for the goods or non-professional services sold the Town are not less favorable than those currently extended to any other customer for the same or similar goods or non-professional services in similar quantities. In the event Vendor reduces its price for the goods or non-professional services during the term of this purchase order, Vendor agrees to reduce the prices charged to Town correspondingly. The Vendor warrants that prices shown on this purchase order/agreement are complete, and no additional charges of any type will be added without the Town's express written consent. Any additional charges include, but are not limited to, shipping, packaging, labeling, custom duties, taxes, storage, insurance, boxing, crating.

13. **NON-ESCALATION**. Unless otherwise specified within the solicitation documents, the unit prices reflected in the agreement and/or contract shall remain form with no provisions for price increases during the term of the contract.

14. **DELIVERY.** All deliveries shall be to the designated Town of Farragut property, and they must be Freight On Board (FOB) Town of Farragut, Tennessee with all delivery, handling, surcharges and other charges included in the bid price. Failure to do so may cause rejection of the bid.

15. **EXPENSES INCURRED.** All expenses incurred in the preparation and submission in response to a solicitation shall be borne by the Vendor.

16. **INDEMNIFICATION/HOLD HARMLESS.** The Vendor shall indemnify, defend, save and hold harmless the Town of Farragut, its Mayor of Board, Alderman and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the agreement by vendor, its sub-vendors, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of vendor, its sub-vendors, suppliers, agents or employees.

17. **INSURANCE.** A Vendor working on the Town of Farragut property shall purchase and maintain during the life of this Agreement, insurance coverage which will satisfactorily insure Vendor against claims and liabilities which arise because of the execution of this Agreement, with the minimum insurance coverage as follows:

    a. **Commercial General Liability Insurance**, with a limit of $1,000,000 for each occurrence and $2,000,000 in the general aggregate.

    b. **Automobile Liability Insurance**, with a limit of $1,000,000 for each accident, combined single limit for bodily injury and property damage.

    c. **Worker's Compensation Insurance and Employer's Liability Insurance**, in accordance with statutory requirements, with a limit of $500,000 for each accident.

    d. **Professional Liability Insurance**, with a limit of $1,000,000 for each claim and aggregate.

    The vendor shall not commence work on the goods/non-professional services until a Certificate of Insurance has been submitted to the Town showing proof that the Vendor has obtained the necessary insurance coverage. If any of the above cited policies expire during the life of this Agreement, it is the Vendor's responsibility to forward renewal Certificates within ten (10) days after the renewal date containing all the aforementioned insurance provisions. Certificates must specifically cite the following provisions:

        i. The Town of Farragut, its agents, representatives, officers, directors, officials and employees must be named an Additional Insured under the following policies:

            a) Commercial General Liability
            b) Auto Liability

        ii. A vendor's insurance must be primary insurance as respects performance of subject contract.

        iii. All policies, expect Professional Liability Insurance, if applicable, waives rights of recovery (subrogation) against Town of Farragut, its agents, representatives, officers, directors, officials and employees for any claims arising out of work or services performed by Vendor under this Agreement.

18. **LIMITATIONS OF RESPONSIBILITY.** In no event is Town liable for anticipated profits or for incidental or consequential damages. Town's liability on any claim of any kind for any loss or damage arising out of or in connection with or resulting from this Agreement or from the performance or breach of this Agreement will in no case exceed the unit price allocable to the goods or non-professional services which gives rise to the claim. The Town of Farragut is not liable for penalties of any description. Any action resulting from any breach of this Agreement by the Town as to the goods or non-professional services delivered must be commenced within one (1) year after the cause of action has accrued.

19. **PROPRIETARY INFORMATION.** The Town of Farragut operates under Tennessee's Open Records Act and all information in the Town of Farragut's possession is subject to disclosure upon request. The applies whether or not such information is stamped "confidential," "proprietary" or other similar phrases.

20. **RECORDS RETENTION AND AUDIT.** The Vendor shall maintain all books, documents, accounting records and other evidence pertaining to the goods and services provided under an agreement and/or contract and make such materials available at its offices at all responsible times during the contract period and for three years (and as required by federal law and/or regulations) from the date of the final payment under an agreement or contract. This shall be for inspection by the Town of Farragut or any other governmental entity or agency participating in the funding of an agreement or contract, or any authorized agents thereof. Upon request, the vendor shall furnish copies of said records.

21. **TERMINATION FOR CONVENIENCE.** The Town of Farragut reserves the right to terminate this order or any part of this order at its sole convenience with thirty (30) days written notice. In the event of termination, Vendor must immediately stop all work and immediately cause any of its suppliers or subcontractors to cease any further work. The Vendor will be paid a reasonable termination charge consisting of a percentage of the order price reflecting the percentage of the work performed before the notice of termination, plus actual direct costs resulting from termination. The Vendor will not be paid for any work done after receipt of the notice of termination, nor for any costs incurred by the Vendor's suppliers or s which Vendor could reasonably have avoided. The Vendor must not unreasonably anticipate the requirements of this order.

22. **TERMINATION FOR CAUSE**. The Town of Farragut may also cancel this order, or any part of this order, with seven (7) days written notice for cause in the event of any default by the Vendor, or if the Vendor fails to comply with any of the terms and conditions of this offer. Late deliveries, deliveries of products which are defective, or which do not conform to this order, and failure to provide the Town, upon request, with adequate assurances of future performance are all causes allowing the Town to cancel this order for cause. In the event of cancellation for cause, the Town is not liable to the Vendor for any amount, and the Vendor is liable to the Town for any and all damages sustained by reason of the default which gave rise to the cancellation. If it should be determined that the Town has improperly cancelled this contract for a default, the cancellation is considered a termination for convenience.

23. **DISPUTE RESOLUTION.** Claims, disputes, or other matters in question between the parties to this Agreement arising out of or relating to this Agreement, or breach thereof, shall be subject to mediation in Farragut. Tennessee, in accordance with the following provisions:

    a. The mediation shall be conducted by a mediator mutually acceptable to both parties.

    b. The parties agree to share equally in the expense of the mediation.

c. Such mediation may include the Vendor or any other person or entity who may be affected by the subject matter of the dispute.

d. Unless the parties agree otherwise, mediation shall be a condition precedent to the exercise of any legal remedy other than a proceeding seeking an immediate injunction or restraining order to protect the rights of a party pending litigation. Notwithstanding the issuance of an injunction or restraining order, or the refusal of a court to issue such an order, the dispute shall continue to be subject to mediation.

24. **DELAY IN PERFORMANCE.** Neither the Town nor Vendor shall be considered in default of the Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonconforming party. For purposes of this Agreement, such circumstances include abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, or other civil disturbances; sabotage; judicial restraint; discovery of unanticipated hazardous wastes; and inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either Town or Vendor under this Agreement. Should such circumstances occur, the nonconforming party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of the Agreement price. If the Vendor is delayed in the performance of the services for more than three hundred sixty-five (365) calendar days, either by the Town or circumstances beyond his control, an equitable adjustment to the contract amount can be made to compensate for additional costs incurred.

For delays in performance by Vendor caused by circumstances which are within its control, such delays shall be documented and presented to the Purchasing Department at the conclusion of Project and acknowledged by both Town and Vendor. The completed form shall be retained by the Town for a period of seven years and reviewed prior to Vendor selection for future Town projects. In the event the Vendor is delayed in the performance of Services because of delays caused by the Town, Vendor shall have no claim against the Town for damages or contract adjustment other than an extension of time.

25. **HAZARDOUS MATERIALS.** Hazardous materials may exist at a site where there is no reason to believe they could or should be present. The Town and Vendor agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. Town and Vendor also agree that the discovery of unanticipated hazardous materials may make it necessary for the Vendor to take immediate measures to protect health and safety. Town agrees to compensate Vendor for any equipment decontamination or other costs incident to the discovery of unanticipated hazardous materials.

Vendor agrees to notify Town when unanticipated hazardous materials or suspected hazardous materials are encountered. Town agrees to make any disclosures required by law to the appropriate governing agencies and agrees to hold Vendor harmless for any and all consequences of disclosures made by Vendor which are required by governing law. In the event the project site is not owned by the Town, the Town agrees to inform the Town of the discovery of unanticipated hazardous materials or suspected hazardous materials.

26. **COMMUNICATIONS.** Any notice to the Town shall be made in writing to the address specified below:

Town of Farragut
Attn: Finance/Purchasing
11408 Municipal Center Drive
Farragut, TN 37934
(865) 966-7057

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Vendor and the Town of Farragut.

27. **SEVERABILITY.** The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

28. **INTEGRATION.** This Agreement represents the entire and integrated agreement between Town and Vendor. All prior and contemporaneous communications, representations, and agreements by Vendor, whether oral or written, relating to the subject matter of this Agreement, as set forth in the Purchase Order, are hereby incorporated into and shall become a part of this Agreement.

29. **SUCCESSORS AND ASSIGNS.** This Agreement is binding on and inures to the benefit of the Town and Vendor and their respective permitted successors and permitted assigns.

30. **ASSIGNMENT.** Neither the Town nor Vendor shall assign any rights or duties under this Agreement without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement. Nothing contained in this Article shall prevent Vendor from employing independent Vendors, associates, and s to assist in the performance of the Services; however, other agreements to the contrary notwithstanding, in the event Vendor employs independent Vendors, associates, and subcontractors to assist in performance of the Services, Vendor shall be solely responsible for the negligent performance of the independent Vendors, associates, and subcontractors so employed.

31. **THIRD PARTY RIGHTS.** Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than Town and Vendor.

32. **RELATIONSHIP OF PARTIES.** Nothing contained herein shall be construed to hold or to make the Town a partner, joint venturer, or associate of Vendor, nor shall either party be deemed the agent of the other, it being expressly understood and agreed that the relationship between the parties is and shall at all times remain contractual as provided by the terms and conditions of this Agreement.

33. **INTEREST OF CURRENT & PAST MEMBERS, OFFICIERS OR EMPLOYEES.** No member, officer or employee of the Town of Farragut, no member of the Town of Farragut's governing body, and no other public official who exercises any function or responsibilities with respect to the project shall during his tenure or for one year thereafter have any interest, direct or indirect, in a contract, agreement or purchase order or the proceeds thereof.

34. **NON-DISCRIMINATION.** Vendors agree to comply with all federal, state, and local nondiscrimination laws and regulations. Vendor agrees not to discriminate against any participant in this Agreement on the basis of race, color, religion, sex, age or national origin. Vendor further agrees to comply with all federal, state and local laws regarding treatment and accommodation for individuals with disabilities.

35. **DRUG FREE WORKFORCE.** Vendor certifies that it will provide a drug-free workplace and agrees to comply with the applicable requirements of the Drug-Free Workplace Act of 1988.

36. **FEDERAL OR STATE FUNDING.** In the event that the Project is funded in whole or in part by Federal or State grants, Vendor agrees to abide by all applicable Federal and State laws, regulations, grant conditions and procedures.

37. **COMPLIANCE WITH LAWS.** The Town has entered into this agreement with the Vendor relying on is knowledge and expertise to provide the services contracted for. As part of that reliance, Vendor represents that he knows and understands the relevant and applicable federal and state laws that apply to the services provided through this contract and agrees to comply with these relevant and applicable federal and state laws.

The Vendor understands and acknowledges the applicability to it of:

a. the American with Disabilities Act,
b. the Immigration Reform and Control Act of 1986,
c. the Drug Free Workplace Act of 1988.
d. Executive Order 11246; "Equal Employment Opportunity."'
e. Copeland "Anti-Kickback" Act

AGREEMENT

Contract No. 2025-13

Fiber Locating, Emergency Restoration and Maintenance Services

This agreement made as of the _____ day of _____ in the year 2025 by and between the;

TOWN OF FARRAGUT (Hereinafter called Owner) and
11408 Municipal Center Drive
Farragut, TN 37934

(Hereinafter called Contractor)

WITNESSETH THAT OWNER and CONTRACTOR in consideration of the mutual covenants hereinafter set forth agree as follows:

ARTICLE 1. WORK

The Contractor shall perform all Work as specified or indicated in the Contract Documents for the completion of the project generally described as follows:

Completion of fiber locating, emergency restoration and maintenance services as directed per each Work Order to minimum contract specifications.

ARTICLE 2. ADMINISTRATOR

The Town Engineer will act as Administrator in connection with completion of the work in accordance with the Contract Documents.

ARTICLE 3. CONTRACT TIME

The work shall begin upon receipt of a written notice to proceed from the Town Engineer and shall be completed on or before _____.

ARTICLE 4. CONTRACT PRICE

The Owner will pay the Contractor for the performance of the contract in current funds for the total quantities of work performed at the prices stipulated in the bid for the several respective items of work completed, the total amount to be due upon completion and final acceptance of the Work, and the receipt of lien releases from the Contractor and all Subcontractors.

SAMPLE

ARTICLE 5. CONTRACT DOCUMENTS

The Contract Documents which comprise the contract between Owner and Contractor are attached hereto and made a part hereof and consist of the following:

A. Agreement

B. Instructions to Bidders

C. Special Conditions

D. General Conditions

E. Specifications for Fiber Locating, Emergency Restoration and Maintenance Services

F. On-Call Work Order(s)

G. Contractor's Bid

H. Addenda Numbers _____

I. Change Orders, duly delivered and executed by each party execution of this Agreement.

J. Affidavits and Certifications

ARTICLE 6. MISCELLANEOUS

A. Neither Owner nor Contractor shall, without the prior written consent of the other, assign or sublet in whole or in part his interest under any of the Contract Documents; and, specifically, Contractor shall not assign any monies due or to become due without the prior written consent of the Owner.

B. Owner and Contractor each binds himself, his partners, successors, assigns and legal representatives to the other party hereto in respect to all covenants, agreements and obligations contained in the Contract Documents.

C. The Contract Documents constitute the entire agreement between Owner and Contractor and may be altered, amended or repealed only by a written instrument signed by the party to be charged.

D. Guarantee and Correction of Work After Final Payment: Neither the final certificate nor payment nor any provisions in the Contract Documents shall relieve the Contractor of responsibility for faulty materials or workmanship and, unless otherwise specified, he shall remedy any defects due thereto and pay for any damage to other work resulting there from, which shall appear within a period of one year from the date of final acceptance of the work by the Owner.

SAMPLE

The Owner shall give notice of observed defects with reasonable promptness. The Engineer subject to arbitration shall decide all questions arising under this article.

The Contractor and through it each Subcontractor, in accepting the contract for this construction or respective portions of the construction covered by this contract and specifications, does hereby agree to replace and make good, without expense to the Owner, any work or material which may be found to be defective within one year from the date of the final certificate of payment to said Contractor. The deterioration due to ordinary use and normal wear is accepted from this guarantee.

The Contractor shall reimburse the Owner for cost of damage, if any, as well as cost of replacing defective materials or workmanship. If replacements are not made within fourteen days after notice is given of such defect in workmanship, or thirty days in case of materials, then the Owner shall have the right to make replacements and charge cost of same to Contractor or his bondsman.

E. The Contractor shall comply with the Department of Labor Safety and Health Regulations for construction promulgated under the Occupational and Health Act of 1970 (PL 91-596) and under Section 107 of the Contract Work Hours and Safety Standards Act (PL 92-54).

F. Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the Town. If such subcontracts are approved by the Town, each shall contain, at a minimum, sections of this contract pertaining to "Lobbying" and "Nondiscrimination," (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.

G. Lobbying. The Contractor certifies, to the best of its knowledge and belief, that:

(a) No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

SAMPLE

(c) The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, *U.S. Code*.

H. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subject to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, color, religion, sex, nation origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

The undersigned, having become familiar with the existing and proposed conditions of the project affecting the cost of the work, hereby proposes to furnish all supervision, technical personnel, labor, machinery, tools, appurtenances, equipment and services, including utility and transportation services required of Contract 2025-13, Fiber Locating, Emergency Restoration and Maintenance Services, all in accordance with the bid specifications and Contract Documents listed above at and for the unit prices for work in place for the following items and quantities:

Per Bid Form signed and submitted on _____.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

OWNER:

Town of Farragut

11408 Municipal Center Drive

Farragut, TN 37934

BY: _____

_____
(Printed or Typed)

Title _____

ATTEST: _____

CONTRACTOR:

BY: _____

_____
(Printed or Typed)

Title _____

ATTEST: _____

SAMPLE

Proposal Cost Form

No.	Category	One Time Cost	Annual Cost
1.0 Restoration (emergencies):			
1.1	• Per hour price that includes all materials (fiber, duct, hand holes, splicing material, etc.), labor, splicing, equipment, engineering, and permits. Complete restoration of services and right of way.		
1.2	Per hour price inclusive of all materials **excluding fiber** (duct, hand holes, splicing material, etc.), labor, splicing, equipment, engineering, and permits. Complete restoration of services and right of way.		
2.0 New Build (expansion):			
2.1	• Inclusive of all materials excluding fiber (per foot price per single conduit and per foot for 2nd conduit)		
Splicing (without construction – all materials included):			
2.2	• Cable to cable splice (butt splice) (price per strand)		
2.3	• Termination splice (price per strand)		
2.4	• Mid-span splice (price per strand)		
2.5	• Fiber testing and troubleshooting (per hour)		
3.0 Construction:			
3.1	• Adding hand holes to existing system (price per unit)		
3.2	• Pulling fiber in existing pipe (per foot price)		

3.3	• Resetting hand holes (per unit price)		
3.4	• Install/Replace Marker Posts (per unit price includes marker)		
3.5	• Engineering and Permitting (per foot price)		

No.	**Category**	One Time or Per Unit Cost	Annual Cost
4.0 Egress:			
4.1	Price for transition from HPDE to exterior conduit, penetrating exterior, routing cable to demarcation point, mounting ONT, and grounding. (per hour price, contractor provides all materials)		
5.0	Utility Field Marking cost per ticket (single price, payment every 30 days). – Normal Hours		
5.1	Utility Field Marking cost per ticket (single price, payment every 30 days). – Emergency Hours		
5.2	Utility Field Marking cost per ticket (single price, payment every 30 days). – After Hours		
6.0	Network inspection and maintenance cost per year (single price, payment every 30 days).		
7.0	Cost for emergency response resources (equipment, materials, and labor) standing by for emergencies (per incident).		

Town of Farragut

ADDENDA ACKNOWLEDGEMENT & BID CERTIFICATION

ADDENDA ACKNOWLEDGEMENT:

By submitting this Proposal, the Proposer represents that the Proposer has examined copies of all the Contract Documents and hereby acknowledges they have verified that the Proposer is in receipt of the Addenda listed below and that the proposed price reflects the inclusion of these Addenda. *(Check the box next to each addendum received and applicable)*

[ ] Addendum No. 1	[ ] Addendum No. 6
[ ] Addendum No. 2	[ ] Addendum No. 7
[ ] Addendum No. 3	[ ] Addendum No. 8
[ ] Addendum No. 4	[ ] Addendum No. 9
[ ] Addendum No. 5	[ ] Addendum No. 10

The Proposer further acknowledges that should it be determined at the time of the bid opening that the Proposer has failed to acknowledge receipt of **ALL** issued addenda; the Proposer's Bid submission shall be rejected. The Proposer understands that any verbal representation made or assumed to be made during any oral discussion held between Proposer's representatives and any Town personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

BID CERTIFICATION:

By signing below, I certify that I have reviewed this Bid Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the Town of Farragut that cannot be unilaterally withdrawn; that the products and services proposed meet the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Proposer accepts the terms and conditions contained in the Bid Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the Proposer to execute and submit this bid, offer, or proposal, or any documents related thereto on Proposer's behalf; that I am authorized to bind the Proposer in a contractual relationship; and the Proposer has properly registered with any State, County and Town agency that may require registration.

I further certify that my company is in compliance with all State of Tennessee laws.

Project Name: _____ Date: _____

Name of Proposer's Company: _____

Signature of Responsible Proposer: _____

Notary's Signature: _____

Notary Seal

Town of Farragut

Addendum 1

RFP# 2025-13

Fiber Locating, Emergency Restoration and Maintenance Services 02/28/25

The proposer acknowledges this addendum shall modify and become a part of the original solicitation document. The Proposer further acknowledges that should it be determined at the time of the bid opening that the Proposer has failed to acknowledge receipt of **ALL** issued addenda; the Proposer's Bid submission shall be rejected. The Proposer understands that any verbal representation made or assumed to be made during any oral discussion held between Proposer's representatives and any Town personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

The due date and time for submitting proposals has changed to March 12th, 2025. All proposals must be delivered to the Town of Farragut, 239 Jamestowne Blvd, Farragut, TN 37934 by 10:00am.

Q1. Would you please provide feedback for the following questions for the above project?

- Please clarify proposal cost form items:
  - 1.1 as to how to account for materials
  - 1.2 as to how to account for materials
  - 2.1 please create two items from this: one for 1 conduit and another for 2 conduits
  - 3.5 please clarify this item.
- What is the distinction between items 1.1 and 1.2 regarding hourly rates?
  - Can material be excluded and paid for as needed at a set markup percentage?
- For item 2.1 (New Build), is the "per foot price" for labor only or includes materials?
  - What typical size conduit is required?
- For splicing items (2.2-2.4), how do we cover new splice enclosures?
- What specific inspection tasks are required for item 6.0 "Network inspection and maintenance"?

- How will emergency work be billed - time and materials or per established unit rates?

Can the following proposal items be added?

- Hourly Fiber Technician
    - Regular rate
    - Overtime rate
    - Emergency rate
- Hourly Locator Technician rate
    - Regular rate
    - Overtime rate
    - Emergency rate
- Operator
    - Regular rate
    - Overtime rate
    - Emergency rate
- Skilled Laborer
    - Regular rate
    - Overtime rate
    - Emergency rate
- Service Truck Equipment Rates
    - Regular rate
    - Overtime rate
    - Emergency rate
- Bucket Truck
    - Regular rate
    - Overtime rate
    - Emergency rate
- Excavator
    - Regular rate
    - Overtime rate
    - Emergency rate
- Hydro excavation/Locate Utilities per Hour
- An item for material mark up
- An item for mark up on subcontractor services
- Horizontal directional drilling (per foot – one 2” conduit)
    - Dirt Bore per LF
    - Rock Bore per LF
- Trenching (per foot)
    - Dirt
    - Rock
- Pull box installation by size (each)

- Traffic control setup (per day)
- Standard mobilization fee
- Emergency mobilization fee

A1. Please see attached updated Proposal Cost Form.

Q2. Cost for emergency response resources (equipment, materials, and labor) standing by for emergencies (per incident). Do we need to price this as hourly or daily rates? I see you have indicated per incident, but we wouldn't know if this would take 4 hours or 10 hours. Just some clarity here would be helpful.

A2. Please see attached updated Proposal Cost Form.

Q3. What type of report is required in the event of a utility strike of the Town of Farragut's infrastructure by a contractor?

A3. TN811 guidance should be following with regard to reporting. Section 2.2 (P) of RFP#2025-13 also gives guidance.

Q4. I do not see a line item for Traffic Control, do we need to blend this cost in with our other rates?

A4. Please see attached updated Proposal Cost Form.

Q5. In the event we encounter an unlocatable line while locating, what is the process to get this resolved?

A5. The proposer would document with photo evidence, run tracer wire, utilizing the labor rate on the proposal cost form

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All communications regarding this RFP must be submitted via email to the Finance Department representative identified below:

Anissa Pratte, Staff Accountant apratte@townoffarragut.org

The Staff Accountant will be the sole point of contact for this RFP.

RFP# 2025-13 The Town of Farragut Fiber Locating, Emergency Restoration and Maintenance Services
Proposal Cost Form

Category		
Hourly Fiber Technician	Regular Rate	$
	After Hours Rate	$
	Emergency Rate (2-hour response time)	$
Hourly Locator Technician Rate	Regular Rate	$
	After Hours Rate	$
	Emergency Rate (2-hour response time)	$
Hourly Equipment Operator	Regular Rate	$
	After Hours Rate	$
	Emergency Rate (2-hour response time)	$
Hourly Skilled Laborer	Regular Rate	$
	After Hours Rate	$
	Emergency Rate (2-hour response time)	$
Service Truck Equipment Rates	Per Hour Rate	$
Bucket Truck	Per Hour Rate	$
Excavator	Per Hour Rate	$
Cable to Cable Splice (butt splice) (Price per Strand)	Price per Strand: $	
Termination Splice (Price per Stand)	Price per Strand: $	
Mid-span splice (Price per Strand)	Price per Strand: $	
Fiber testing and troubleshooting (Per Hour)	Per Hour: $	
Hydro excavation/Locate Utilities (per Hour)	$	
Material Mark-up (percent)	%	
Standard Mobilization Fee (Standard Restoration Svc) *Includes Traffic Control*	$	
Emergency Mobilization Fee (Emergency Restoration Svc) *Includes Traffic control*	$	

RFP# 2025-13 The Town of Farragut Fiber Locating, Emergency Restoration and Maintenance Services
Proposal Cost Form

Category		
Horizontal Directional Drilling (Per Foot – one 2" conduit)	Dirt Bore per LF	$
	Rock Bore Per LF	$
Trenching (Per Foot)	Dirt	$
	Rock	$
Utility Field Marking, cost per ticket (single price)	Normal Hours	S
	After Hours	$
	Emergency Hours	$
Network inspection and maintenance cost per year (single price)	Annual Cost (Single Price): $	